

City Clerk File No. Ord. 14.022  
Agenda No. 3.A 1st Reading  
Agenda No. 4.A 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.022

**TITLE: ORDINANCE OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY, CANCELLING CERTAIN FUNDED APPROPRIATION BALANCES HERETOFORE PROVIDED FOR CAPITAL PROJECTS AND RE-APPROPRIATING SUCH FUNDED APPROPRIATION BALANCES FOR OTHER CAPITAL PROJECTS**

**WHEREAS**, the Municipal Council of the City of Jersey City, County of Hudson, New Jersey ("City") has heretofore duly and finally adopted City Ordinance 08-148 ("Ordinance") authorizing the appropriation of \$41,925,000 of City funds to pay for the costs of various capital improvements to be completed in and for the City, including the acquisition of various pieces of capital equipment (collectively, the "Improvements"), and to finance the costs of such Improvements through the issuance of bonds or bond anticipation notes in an amount not to exceed \$39,928,555, all in accordance with the New Jersey Local Bond Law (N.J.S.A. 40A:2-1 et seq.) ("Local Bond Law"), and all as more particularly set forth in the Ordinance; and

**WHEREAS**, on March 10, 2009, the City issued its Qualified General Obligation Bonds in the aggregate principal amount of \$39,928,000 ("Bonds") to finance the costs of the Improvements; and

**WHEREAS**, the City has completed construction of the Improvements and has determined that the costs of the certain of the Improvements authorized by Section 3(a)(2) of the Ordinance (including the reconstruction, rehabilitation, improvement and repair of various public buildings owned and used by the City) will be less than was originally contemplated and authorized by said Ordinance; and

**WHEREAS**, it is the desire of the City to permanently cancel a portion of the appropriation balance authorized by Section 3(a)(2) of the Ordinance funded with a portion of the proceeds of the Bonds not necessary to fund the costs of said Improvements in the amount of \$1,437,180 and to re-appropriate such funded appropriation balance for other capital purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:**

**Section 1.** The following appropriation remaining as a funded balance in Section 3(a)(2) of Ordinance is hereby cancelled:

<b><u>Ordinance Section</u></b>	<b><u>Amount of Funded Appropriation to be Cancelled</u></b>	<b><u>Original Improvements</u></b>
3(a)(2)	\$1,437,180	Reconstruction, rehabilitation, improvement and repair of various public buildings owned and used by the City

**Section 2.** The sum of \$1,437,180, which represents the funded appropriation cancelled in Section 1 hereof, is hereby re-appropriated from the Ordinance for the purpose of the completion of improvements to and acquisition of capital equipment for various City owned parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, and as more particularly described in the plans on file with the City Department of Business Administration.

**Section 3.** The remaining funded appropriation balances as authorized by the Ordinance shall be unaffected by this ordinance and shall remain available for the uses set forth therein.

**Section 4.** The average period of usefulness of the purpose referred to in Section 2 hereof, is within the limitations of the Local Bond Law and, according to the reasonable life thereof, is not less than 15 years.

**Section 5.** The Capital Budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the City Clerk and available for inspection.

**Section 6.** The improvements authorized hereby are not current expenses and are general improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 7.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 7.** This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY,  
CANCELLING CERTAIN FUNDED APPROPRIATION BALANCES HERETOFORE PROVIDED  
FOR CAPITAL PROJECTS AND RE-APPROPRIATING SUCH FUNDED APPROPRIATION  
BALANCES FOR OTHER CAPITAL PROJECTS**

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To cancel unspent proceeds of \$1,437,180 from a 2008 bond ordinance and re-appropriate these funds for the improvements to and acquisition of capital equipment for Berry Lane Park.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

2/18/14  
Date

**Statement to be Published with Ordinance After Introduction.**

The bond ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the City of Jersey City, in the County of Hudson, State of New Jersey, on February 26, 2014. It will be further considered for final passage, after public hearing thereon, at a meeting of the Municipal Council to be held at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 on \_\_\_\_\_, 2014 at \_\_\_\_\_M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Municipal Clerk's office for the members of the general public who shall request the same.

---

**ROBERT BYRNE, RMC, Municipal Clerk**

**Statement to be Published with Ordinance After Final Adoption.**

**STATEMENT**

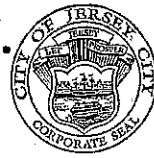
The ordinance published herewith has been finally adopted on \_\_\_\_\_, 2014 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided by applicable law, has begun to run from the date of the first publication of this statement.

---

**ROBERT BYRNE, RMC, Municipal Clerk**



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.022  
TITLE: 3.A FEB 26 2014 4.A

Ordinance of the Municipal Council of the City of Jersey City, County of Hudson, New Jersey, cancelling certain funded appropriation balances heretofore provided for capital projects and re-appropriating such funded appropriation balances for other capital projects.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 8-1</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote N.V.--Not Voting (Abstain)

**FEB 26 2014**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APPROVED:

\_\_\_\_\_  
Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

\*Amendment(s):

\_\_\_\_\_  
Robert Byrne, City Clerk

City Clerk File No. Ord. 14.023

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.023

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MONTGOMERY STREET REDEVELOPMENT PLAN  
TO REORGANIZE CONTENT AND CREATE A MIXED USE DISTRICT**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Montgomery Street Redevelopment Plan in August of 1976, and amended the Plan numerous times subsequently, most recently on November 23, 2010; and

**WHEREAS**, the existing Plan is outdated and disorganized, and reorganizing it makes it more usable; and

**WHEREAS**, an existing strip mall in the Area is poorly maintained and underdeveloped, making a new Mixed Use District an ideal way to encourage development by increasing the permitted height and uses; and

**WHEREAS**, the Planning Board, at its meeting of January 28, 2014, determined that the Montgomery Street Redevelopment Plan should be amended to create a Mixed Use zone and reorganize the overall content; and

**WHEREAS**, a copy of the Planning Board's recommended amendments to the Montgomery Street Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Montgomery Street Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP  
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED:

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY STREET REDEVELOPMENT PLAN TO REORGANIZE CONTENT AND CREATE A MIXED USE DISTRICT**

**Initiator**

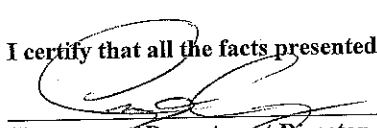
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The proposed amendments will reorganize the currently outdated plan, and create a new Mixed Use district with an increased number of permitted uses and increased height limits to enable the redevelopment of a presently underutilized and poorly maintained strip mall.

I certify that all the facts presented herein are accurate.

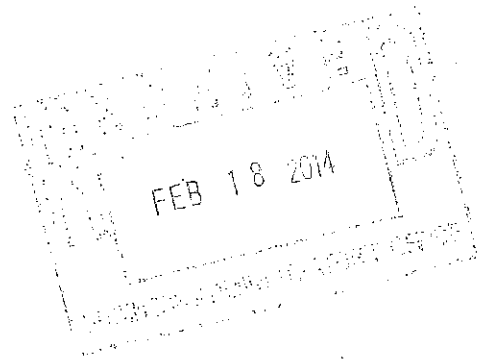
  
Signature of Department Director

2/11/14  
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MONTGOMERY STREET REDEVELOPMENT  
PLAN TO REORGANIZE CONTENT AND CREATE A MIXED USE DISTRICT**

The proposed amendments will reorganize the currently outdated plan, and create a new Mixed Use district with an increased number of permitted uses and increased height limits to enable the redevelopment of a presently underutilized and poorly maintained strip mall.



---

**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**

---



---

**Inter-Office Memorandum**

---

**DATE:** February 11, 2014  
**TO:** Council President Lavarro, Anthony Cruz, Bob Cotter  
**FROM:** Kristin J. Russell, PP, AICP  
**SUBJECT:** Montgomery Street Redevelopment Plan amendment

---

The Montgomery St. Redevelopment Plan was originally written in 1976. Unsurprisingly, since that time much has changed.

The intent of this amendment is twofold.

First, and most simply, the Plan is being revised to provide more legible maps, to better organize the content, and to strike language that is dated. These changes are administrative in nature.

Second, the Plan is being revised to add a Mixed Use zone. The area that is being zoned Mixed Use is an existing strip mall and mosque that is presently under-maintained. The owners of this parcel would like to demolish the existing structures and rebuild up to 6 stories. This zone will permit houses of worship (a rebuilt mosque is intended), street-level retail, enclosed parking, and residential above.

It is our belief that this site is sorely in need of attention and improving upon it will help the surrounding areas as well.

# **MONTGOMERY STREET REDEVELOPMENT PLAN**

AUGUST, 1976  
FEBRUARY, 1978

JUNE, 1979

SEPTEMBER, 1982

AUGUST, 1983

OCTOBER, 1986

NOVEMBER 15, 1999

Council Ordinance # 00-105 SEPTEMBER 18, 2000

Council Ordinance # 10-155 NOVEMBER 23, 2010

*Proposed 1/28/14*

**A. TABLE OF CONTENTS**

A.	Table of Contents.....	2
B.	Description of Project.....	3
C.	Land Use Plan.....	4
D.	Project Proposals.....	16
E.	Other Provisions Necessary to Meet State and Local Requirements.....	17
F.	Procedures for Changes in Approved Plan.....	18

**OFFICIAL EXHIBITS TO THE REDEVELOPMENT PLAN**

<del>Yard Map, Residential Area</del>	<del>October, 1986</del>	<del>i.</del>
<del>Boundary Map, U.R.P. Map No. 1</del>	<del>August, 1973</del>	<del>i.</del>
<del><b>Zoning</b> Land Use Map, U.R.P. Map No. 2</del>	<del>November 1999</del>	<del>ii.</del>
<del>Land Acquisition Map, U.R.P. Map No. 3</del>	<del>August, 1973</del>	<del>iv.</del>
<b>Areas in Need of Rehabilitation Map</b>	<b>January 28, 2014</b>	<b>iii.</b>

## B. DESCRIPTION OF PROJECT

### 1. Boundaries of ~~Urban Renewal~~ *Redevelopment Plan* Area

The boundaries of the Montgomery Street ~~Urban Renewal~~ *Redevelopment Plan* Area are shown on the Boundary Map, U.R. P. Map No. 1, dated August 1973 and are described as follows:

BEGINNING at the intersection of the northern right-of-way line of Railroad Avenue and the western boundary of the New Jersey Turnpike Extension; thence in a southerly direction along the western boundary of the New Jersey Turnpike Extension to the southern right-of-way line of Grand Street; thence in a south-westerly direction along the southern right-of-way line of Grand Street to the southern right-of-way of Fairmount Avenue; thence in a westerly direction along the southern right-of-way line of Fairmount Avenue to the western right-of-way line of Cornelison Avenue; thence in a northerly direction along the western right-of-way line of Cornelison Avenue to the northern right-of-way line of Bright Street; thence in an easterly direction along the northern right-of-way line of Bright Street to the western right-of-way line of Florence Street; thence in a northerly direction along the western right-of-way line of Florence Street to the southern right-of-way line of Montgomery Street; thence in a westerly direction along the southern right-of-way line of Montgomery Street to the western right-of-way line of Cornelison Avenue; thence in a northerly direction along the western right-of-way line of Cornelison Avenue to the northern right-of-way line of Academy Street; thence in an easterly direction along the northern right-of-way line of Academy Street and Railroad Avenue to the POINT AND PLACE OF BEGINNING.

Within the above described area lies an area excluded from the Montgomery Street urban Renewal Area, which is described as follows as follows: BEGINNING at the intersection of the eastern right-of-way line of Fremont Street, and the southern right-of-way line of Bright Street; thence in an easterly direction along the southern right-of-way line of Bright Street to the western property line of the National Docks Railway; thence in a southeasterly direction along the western property line of the National Docks Railway to the northern right-of-way line of Colden Street; thence on various courses along the northern direction along the eastern right-of-way line of Fremont Street to the POINT AND PLACE OF BEGINNING.

### 2. ~~Urban Renewal~~ Plan Objectives

The objectives of the ~~Urban Renewal~~ Plan are:

- a. To remove substandard buildings and eliminate blighting influences.
- b. To provide conveniently located neighborhood shopping and recreation facilities.



- c. To provide land for a high school athletic field to serve both Ferris High School and the general public in the area bordered by the New Jersey Turnpike on the east and the National Dock Railroad on the west, Bright Street as the northern boundary with Grand Street to serve as its southern boundary.
- d. To provide industrial sites of sufficient size to handle the expansion needs of existing industries to be relocated from the project area.
- e. To provide for the development of low-density housing in a coordinated manner.
- f. To eliminate as many railroad underpasses as possible because of the lack of sufficient clearance for many motor vehicles.
- g. To eliminate obsolete street patterns throughout the area and to discourage unrelated traffic in residential areas.
- h. To provide for the separation of sanitary and storm sewers, as possible, throughout the project area.
- i. To coordinate the development of industrial uses compatible with existing public housing projects in the area.
- j. To maintain, upgrade and improve environment adjacent to Public Housing.
- k. To prevent to extent possible adverse flooding effects up to the 50 year storm.

### 3. Types of Proposed Renewal Actions

The proposed renewal actions for other project area include the clearance and redevelopment of all properties in the project area with the exception of some of the railroad trackage holdings of Conrail and the power station of Public Service Electric and Gas Company, and Jersey City Redevelopment Agency, Parcel #7-4 **Block 12601, Lot 3** (fka City Block 2127, Plot A). Streets will be widened and repaved as necessary. The combined sanitary and storm sewer system will be separated where possible. Active recreation facilities will be provided to serve the needs of project area residents and

nearby Ferris High School.

### C. LAND USE PLAN

#### 1. Land Use Map

The Land Use Map, U.R.P. Map No. 2, dated September, 1982 shows the following:

- a. Thoroughfare and street rights-of-way
- b. Other public uses and easements.
- c. Commercial & *Industrial* uses.
- d. ~~Industrial~~ Mixed uses.
- e. Residential uses.
- f. ~~Railroad uses.~~
- g. Interim Uses
- h. Educational Uses

#### 2. Land Use Provisions and Building Requirements

Access by the elderly, physically handicapped and/or disabled will be encouraged.  
Design standards will meet or exceed Federal regulations.

##### a. Uses to be permitted in the project area within each of the reuses areas are as follows:

- 1) ~~Public~~ *Education*: The permitted uses shall be Public Schools athletic facilities, and the neighborhood centers containing facilities for recreation, health and education and accessory uses customarily incidental thereto including enclosed and open parking and outdoor recreational structures. Additionally, public utilities shall be permitted, with the express prohibition of natural gas transmission lines.
- 2) Easements: The permitted uses of easements shall be utility lines, except natural gas transmission lines, and intensive planting areas for screening. Utility easements may lie under paved parking areas, while the planting easements, located along the railroad, shall be utilized for planting purposes only. Planting easements shall be owned and maintained by the owners of the parcels adjoining the railroad as shown on the Land Use Map.
- 3) Commercial: The permitted uses shall be commercial uses and retail sales ~~designed to serve the immediate neighborhood including drug stores, supermarkets, delicatessens, bakeries, dairies, hardware stores, stationery stores, record shops, gift shops, junior department stores, furniture stores, appliance stores, and~~

restaurants *Category 1 and 2*, sandwich shops, and; office *and medical office* uses above the first floor *only*. Additionally, public utilities shall be permitted, with the express prohibition of natural gas transmission lines..

4) Industrial: The permitted uses shall be as follows:

- a) Offices
- b) Light industry where the only activity involved is one of the fabricating or the assembling of standardized parts as contrasted to a processing activity which would involve a physical or chemical process which would change the nature or character of the product or raw material.
- c) Scientific or research laboratories devoted to research, design or experimentation, and processing and fabricating incidental thereto, provided that no materials or finished products shall be manufactured, processed or fabricated on said premises for sale, except such as are incidental to said laboratory activities or are otherwise permitted in this district.
- d) The wholesaling of goods or services, including the warehousing or storage of goods, provided such activities and inventories are conducted entirely within an enclosed structure or are conducted in open yard areas which are adequately screened from view from adjacent lots or roads.
- e) Laundry, cleaning and dyeing work, and carpet and rug cleaning.
- f) Commercial bakeries.
- g) Public utility structures, except natural gas transmission lines which shall be prohibited.
- h) Accessory uses customarily incidental to the above uses, including enclosed and open parking.

5) Residential: The permitted uses shall be:

- a) detached and attached townhouses and garden apartments with uses customarily incidental thereto, including enclosed and open parking space and recreation areas. Home Occupations, as defined and delineated by the Jersey City Ordinance, Article II, Section 201 shall be permitted as an *Accessory Conditional Use*. For the purposes of this ordinance Home Occupations are limited to physicians, lawyers, registered architect, and licensed engineers, planners and land surveyors, who are owner-occupants of the residential structure containing said Home Occupation. However, within this district, Home Occupations must be

- conducted entirely within the principal structure. ~~The Planning Board may deny approval of a Home Occupation if there will be an over concentration of such uses within the district. Considerations of traffic, parking and safety shall be among the deciding factors in such approval or denial. Provided, however, that not more than two (2) such Home Occupations may be located on any one (1) block front, nor no more than three (3) such uses may be located on any one (1) tax block. In no event shall the number of such uses exceed eight (8) within the Residential District.~~
- b) Houses of Worship and uses customarily incidental thereto including accessory neighborhood community center services.
  - c) Public utilities, except natural gas transmission lines shall be prohibited.
- 6) ~~Railroad: The permitted use shall be railroad track and roadbed. Additionally, public utilities shall be permitted, with the express prohibition of natural gas transmission lines.~~
- Mixed Use:**
- a) *Above the street level along all frontages, and at street level along Florence Street only, apartments with uses customarily incidental thereto, including enclosed parking spaces and recreation areas. Home Occupations, as defined and delineated by the Jersey City Ordinance shall be permitted as an Accessory Use. Home Occupations must be conducted entirely within the principal structure.*
  - b) *Houses of Worship and uses customarily incidental thereto including accessory neighborhood community center services.*
  - c) *Street level retail sales and services, office and medical office uses.*
  - d) *Public utilities, except natural gas transmission lines shall be prohibited.*
- 7) Interim Uses: Interim uses may be established, subject to agreement by the developers with the Planning Board, that such uses will not have an adverse affect upon assisting or contemplated development during the interim use period. Interim uses must be approved by the Planning Board which may establish an interim use period of up to three (3) years duration. Additional renewals of an interim use may be granted by the Planning Board.
- 8) Educational: Permitted uses shall be K-12 schools and accessory

uses customarily incidental thereto including enclosed and open parking and outdoor recreational facilities.

- b. Additional regulations, controls or restrictions to be imposed within each of the reuse areas are as follows:

1) **Public Education:**

- a) **Planning and Design Objectives:** The new public uses include a high school athletic field at the corner of Bright and the new Merseles Street, and a County Vocational School on Montgomery Street. The High School athletic field is to functionally relate to the high school built north of Montgomery Street and east of the Project Area. The design objective in this case, and in the case of the County Vocational School is to provide a facility which will present an aesthetically pleasing approach to the project area as seen from Montgomery Street, and to provide recreational opportunities for the new residents of the area.
- b) **Minimum lot size: 70,000 sf**
- c) **Yard Requirements:** Front, side and rear yards shall not be less than fifteen (15) feet.
- d) **Land Building Coverage:** The maximum amount of land covered by buildings shall not exceed ~~twenty-five (25)~~ **forty (40%)** percent.
- e) **Outdoor recreational space must cover more than 20% of lot area, of which 60% may be paved.**
- f) **Density:** Density controls are not applicable to this use.
- g) **Building Height:** ~~The maximum building height shall be forty (40) feet.~~ **Building height shall not exceed 75 feet inclusive of rooftop mechanical space.**
- h) **Access to Housing Units:** Not applicable to this use.
- i) **Off-Street Parking:** There shall be provided a minimum of one (1) off-street parking space for each four hundred (400) square feet of floor area **or 35 spaces, whichever is greater.** No off-street parking shall be required on the site of the high school athletic field.
- j) **Off-Street Loading:** No loading or unloading shall take place from a street.
- k) **Landscaping:** A minimum of twenty (20) percent of the lot area shall be landscaped. All areas not used for the athletic field or for the building, parking areas, or access drives shall be landscaped. **All parking areas shall have a landscaped buffer not less than 8 feet in width from the property line to shield view of parked cars from public areas. At the corner of Grand and Prior Street, an eight**

*foot buffer may be substituted with a four foot wide landscaped strip with a six foot high and 16 foot wide brick wall behind the landscaping for signage purposes shielding the parking lot from Grand Street. All areas not used for parking, traffic or pedestrian circulation, building structure, or outdoor recreation must be landscaped with trees, shrubs, and ground cover. All sidewalk and internal pedestrian circulation pavement must be of brick. A decorative cornice shall be provided at the roof line.*

- l) Design guidelines: All buildings must be primarily masonry. Forty five percent of the building façade must be of brick. A decorative cornice shall be provided at the roof line. No EIFS shall be permitted as a primary building material; it may be used as a decorative element. Outdoor trash dumpsters must be housed in a brick structure, covered by a roof with an attractive screened gate or door.*
- m) Mechanical requirements: All mechanicals shall be placed either within the principal structure or on the roof thereof. All rooftop mechanicals shall be screened in a manner complementary to the style of the building. No mechanicals shall be housed within an accessory structure.*
- n) Signage: No freestanding signs are permitted. All billboards are prohibited. Two (2) signs shall be permitted, not to exceed a total of 5% of the side of the building upon which the sign is attached or a brick monument sign permitted in lieu of four feet of landscaped buffer shall be permitted as in the section above.*
- o) Fencing: At the property lines that faces the public ROW, steel or wrought iron type picket fencing only is permitted. Five (5) feet maximum height permitted along Grand Street, six (6) feet maximum height permitted elsewhere.*

2) Commercial:

- a) Planning Design Objectives: To provide a conveniently located neighborhood shopping center oriented to the needs of the residents of the project area as well as persons traveling to the center on Grand Street.
- b) Yard Requirements: No building shall be closer than ten (10) feet to the nearest property line.
- c) ~~Land~~ **Building** Coverage: The maximum amount of land covered by buildings shall not exceed thirty-five (35) percent.

- d) Density: Not applicable to this use.
- e) Building Height: The maximum height shall be forty (40) feet.
- f) Access to Housing Units: Not applicable to this use.
- g) Off-Street Parking: There shall be provided a minimum of one (1) parking space for each three hundred (300) square feet of building area.
- h) Off-Street Loading: One off-street loading space shall be provided for the first 10,000 square feet and for each additional 20,000 square feet or part thereafter.
- i) Landscaping: A minimum of fifteen (15) percent of the lot area shall be landscaped. All areas not developed for building or access drives or parking area shall be landscaped.

3) Residential-A and Residential-B

- a) Planning and Design Objectives: The objective is to provide low density housing, both private and public, in an area that will offer protection from excessive vehicular traffic, open space, recreation and neighborhood commercial facilities within walking distance of primary and secondary schools and the city's major hospital.
- b) Permitted Residential Uses:
  - i. Detached one, two, or three family sales housing.
  - ii. Row houses, garden apartments or townhouses type rental housing.
  - iii. Recreation and open space.
  - iv. Houses of Worship provided their lot includes greater than 50 feet of frontage on Montgomery Street.
- c) Requirements for *Residential-A* all uses listed above in Section C.b.(3)(b); (excludes Residential-A)
  - i. Yard Requirements: Front yards shall have a minimum depth of zero (0) feet. Rear yards shall have a minimum depth of ten (10) feet. Side yards shall have a minimum depth of zero (0) feet.
  - ii. Density: Maximum density shall not exceed forty (40) units per acre.
  - iii. Building Height: The maximum building height shall not exceed four (4) stories or forty (40) feet.
  - iv. Off-Street Parking: All residential uses shall provide a minimum of one-half (0.5) stalls per dwelling unit.
  - v. Landscaping: A minimum of twenty-five (25)

percent of the residential lot area shall be landscaped.

- vi. Lot Size: Minimum lot width shall be fourteen (14) feet. Minimum lot depth shall be fifty (50) feet. Minimum lot area shall be seven hundred (700) square feet.

d) ***Requirements for Residential-B***

- i. Yard Requirements (~~see map immediately following~~): Front yards, except for lots having frontages facing Merseles Street, shall have a minimum depth of ten (10) feet; front yards for lots having frontages facing Merseles Street shall have minimum depths as follows: Corner lot, Montgomery and Merseles Streets - residential structure to be so situated as to provide a minimum of twenty five (25) feet clearance from the sewer easement. Lots north of the above fronting on Merseles Street - residential structures to be so situated as to provide a minimum of three (3) feet clearance from the sewer easement.

Rear yards, except for lots having frontages facing Merseles Street, shall have a minimum depth of twenty (20) feet; lots having frontages facing Merseles Street shall have a minimum rear yard depth of ten (10) feet.

Side yards shall be a minimum of three (3) feet on each side, except for attached houses. Side yards shall be a minimum of seven and one half (7.5) feet on each side for townhouses.

- ii. Density: The density of the housing units shall not exceed thirty-six (36) units per acre based on the total site.
- iii. Building Height: The maximum building height shall be three (3) stories or thirty-five (35) feet.
- iv. Off-Street Parking: Residential - A minimum of one (1) space per housing unit shall be provided. Home occupation - additional off-street parking spaces may be required by the Planning Board ~~in its review for Conditional Use approval~~. Such parking must be adequately screened with a dense planting of evergreens not less than three (3) feet tall.



The Planning Board can waive the above requirements only upon showing that neighboring properties will not be adversely affected.

- v. Landscaping: A minimum of twenty-five (25) percent of the residential lot area shall be landscaped.
- vi. Lot Size: Each newly subdivided lot shall have a minimum of twenty five hundred (2500) square feet for detached housing and sixteen hundred (1600) square feet for attached housing.
- vii. ~~Land~~ **Building** Coverage: The maximum amount of land covered by buildings shall not exceed sixty (60) percent for each newly subdivided lot.
- viii. Signs: Home Occupations shall be permitted one (1) sign not to exceed two (2) square feet.

4) Industrial:

- a) Planning and Design Objectives: To provide large parcels of conveniently located land to accommodate the expansion and modernization needs of local and new industry while at the same time developing these areas to be compatible with nearby residential and school uses.
- b) Yard Requirements: No building shall be closer than ten (10) feet to the nearest street line, however, no actual building front (excluding parking area) shall be closer than thirty (30) feet from street
- c) ~~Land~~ **Building** Coverage: The maximum amount of land covered by buildings shall not exceed sixty (60) percent.
- d) Density: No applicable to this use.
- e) Building Height: The maximum building height shall be forty (40) feet.
- f) Access to Housing Units: Not applicable to this use.
- g) Off-Street Parking: There shall be provided a minimum of one (1) space per four hundred (400) square feet for office use. One (1) space per seven hundred fifty (750) square feet for service and manufacturing use. One (1) space per five thousand (5000) square feet for warehouse use.
- h) Off-Street Loading: One (1) off-street loading space shall be provided for the first ten thousand (10,000) square feet of floor area and for each additional twenty thousand (20,000) square feet, up to one hundred thousand (100,000) square feet thereafter one (1) space per each additional forty

thousand (40,000) square feet.

- i) Landscaping: A minimum of ten (10) percent of the lot area shall be landscaped, and in the site plan review process the Agency will seek to provide maximum buffering between industrial areas and residential or public areas.

5) Educational:

a) Planning and Design Objectives

- i. Minimum lot size: 70,000 square feet
- ii. Maximum parking spaces: 35
- iii. Setbacks: all setbacks shall be a minimum of 15 feet from the property line (front, side, and rear).
- iv. Building Coverage: shall not exceed 40% of total lot area.
- v. Outdoor recreational space must cover more than 20% of lot area, of which 60% may be paved.
- vi. Building height shall not exceed 75 feet inclusive of rooftop mechanical space.
- vii. Landscaping: All parking areas shall have a landscaped buffer not less than 8 feet in width from the property line to shield view of parked cars from public areas. At the corner of Grand and Prior Street, an eight foot buffer may be substituted with a four foot landscaped strip with a six feet high and 16 feet wide brick wall behind the landscaping for signage purposes shielding the parking lot from Grand Street. All areas not used for parking, traffic or pedestrian circulation, building structure, or outdoor recreation must be landscaped with trees, shrubs, and ground cover. All sidewalk and internal pedestrian circulation pavement must be of brick. A decorative cornice shall be provided at the roof line.
- viii. Design guidelines: All buildings must be primarily masonry. Forty five percent of the building façade must be of brick. A decorative cornice shall be provided at the roof line. No EIFS shall be permitted as a primary building material; it may be used as a decorative element. Outdoor trash dumpsters must be housed in a brick structure, covered by a roof with an attractive screened gate or door.
- ix. Mechanical requirements: All mechanicals shall be placed either within the principal structure or on the roof thereof. All rooftop mechanicals shall be

screened in a manner complementary to the style of the building. No mechanicals shall be housed within an accessory structure.

- x. **Signage:** No freestanding signs are permitted. All billboards are prohibited. Two (2) signs shall be permitted, not to exceed a total of 5% of the side of the building upon which the sign is attached or a brick monument sign permitted in lieu of four feet of landscaped buffer shall be permitted as in the section above.
- xi. **Fencing:** At the property lines that faces the public ROW, steel or wrought iron type picket fencing only is permitted. Five (5) feet maximum height permitted along Grand Street, six (6) feet maximum height permitted elsewhere.

6) **Railroad Mixed Use:**

- a) **Planning and Design Objectives:** To allow for the existing railroad activity only: railroad track and roadbed. And to ensure that this use is compatible with the adjoining districts and maintained. *To provide neighborhood commercial, civic, railroad, and residential uses.*
- b) **Permitted Uses:** *First floor/street levels are limited to commercial/retail uses and houses of worship along Montgomery Street. Residential uses are permitted on upper floors. Parking garage frontage is permitted only along Florence Street.*
- c) **Yard Requirements:** Not applicable to this use. *Yard setbacks for commercial/retail uses shall be five feet (5') and shall be directly accessible from the adjacent sidewalk. Yard setbacks for houses of shall be ten feet (10'). Yard setbacks for all uses along Florence Street shall be ten feet (10').*
- d) **Land Maximum Lot Coverage:** Not applicable to this use. *85%. Up to 10% of this requirement may be located on the roof and must meet the definition of a green roof.*
- e) **Maximum Building Coverage:** *85% at first floor, 65% on upper floors*
- f) **Density:** Not applicable to this use. *110 units per acre*
- g) **Building Height:** *6 stories and 75'* Not applicable to this use.
- h) **Access to Housing Units:** Not applicable to this use.
- i) **Off Street Parking Garages,** *required below Montgomery Street grade. It is required that parking be shared between all non-residential uses, and any spaces provided be counted towards both office/medical office/commercial*

*and House of Worship parking requirements on block 12405 (lots 1 & 2). Surface parking is prohibited. Not applicable to this use.*

- i. *Offices: 1 per 1,000 sf*
- ii. *Medical Offices: 1 per 1,000 sf*
- iii. *Commercial: 1 per 1,000 sf excluding first 5,000 sf*
- iv. *Residential: 0.5 spaces per unit*
- v. *Parking for Houses of Worship shall provide one space for each ten seats. For all Houses of Worship, one seat shall equal 24 inches of pew/bench space. Houses of Worship that do not have seats shall be calculated at a rate of 10 square feet of prayer space equaling one seat.*
- j) Off-Street Loading: Not applicable to this use.
- k) Landscaping: ~~Vacant land under rail trusses must be landscaped with low light level groundcover (i.e. Pachysandra), maintained on a regular basis and shall be kept clean and free of debris. Yard setbacks shall be landscaped. Street trees are required 30' on center.~~
- l) Signs: No billboards are permitted. All existing billboards must be removed by November of the year 2004. *See below for additional sign standards.*
- m) Sidewalks *Minimum sidewalk width: 15' (fifteen feet).* All sidewalks shall be maintained and kept free of litter and debris.

7) General Provisions:

a) Off-Street Parking and Loading:

- i. Each parking space shall have a minimum width of ~~nine (9)~~ *eight and one-half (8.5)* feet and a minimum depth of ~~eighteen (18)~~ *twenty (20)* feet, and shall be suitably delineated.
- ii. Each loading space shall have a minimum width of twelve (12) feet, a minimum depth of forty (40) feet and a minimum overhead clearance of fourteen (14) feet. Loading areas in Educational zone shall not exceed 36 feet in length.
- iii. Aisles for movement of traffic within each parking area shall *conform to the standards in the Land Development Ordinance §345-70* ~~have a maximum width of twenty-two (22) feet for two-way traffic.~~
- iv. Screen planting of a dense evergreen material not less than four (4) feet in height nor more than six (6) feet in height shall be provided in any location

where the lights from vehicles within an off-street parking area for five (5) or more cars may shine directly into windows of nearby residences. In lieu of screen planting, a wooden fence of woven lattice or wooden louver type of split cedar fence with a maximum of three-quarter (3/4) inch spacing may be provided not less than four (4) feet in height.

- v. Illumination of parking areas with over five (5) parking spaces is required during hours of use after dark and shall be of a low level with shielding to prevent glare. In no case shall such lights shine directly onto any adjacent lot or street.
- vi. Surfacing shall be of concrete or an asphalt material to provide a hard, drained and dust free surface.
- vii. All off-street parking areas shall provide poured-in-place concrete curbing to prevent vehicles from encroaching on landscaped or sidewalk areas.
- viii. Time of Provision - All off-street parking and loading requirements shall be met on or before the time of completion of the construction or enlargement of any structure.
- ix. *All enclosed parking which meets the street must be treated as a primary façade with quality building materials compatible with the neighborhood and with the overall building. The façade must have window openings consistent with the rest of the building, minimal points of egress, light shielding mechanisms to prevent headlights and garage lights from spilling out of the building, and a landscaped buffer in the yard setback to help soften the façade.*

b) Accessory Uses:

- i. Accessory structures shall meet the setback requirements of the principal use.
- ii. Accessory industrial structures shall not exceed forty (40) feet in height. Accessory commercial structures shall not exceed twenty (20) feet in height.
- iii. The land covered by accessory structures shall be included in the land covered by principal building in computing ~~land~~ **building** coverage.
- iv. Plans for location and design of accessory structures shall accompany the plans for the principal structure

and shall be approved by the Jersey City Redevelopment Agency and the Jersey City Planning Board.

- v. *Houses of Worship may include accessory residential use within the principal building not to exceed five percent (5%) of the principal use's gross floor area.*

c) Signs:

- i. Signs on commercial buildings shall not exceed ten (10) percent of the **first floor** area of the side of the building upon which the sign is attached. Each **streetfront** ~~outside~~ wall shall be permitted one (1) sign for each business.
- ii. Signs on buildings in the industrial use areas shall not exceed one hundred fifty (150) square feet in area or ten (10) percent of the area of the front of the building, whichever is less. No more than one (1) sign shall be permitted in each parcel. Said sign may be free standing or attached to the building, but in no event shall a sign be placed in the required setback area. Said sign may be internally or externally illuminated but no glare from external lighting shall be visible beyond lot lines.
- iii. Billboards are prohibited.
- iv. *For educational signage: Two (2) wall-mounted signs shall be permitted, not to exceed a total of 5% of the side of the building upon which the sign is attached. Alternatively, a brick monument sign permitted in lieu of four feet of landscaped buffer shall be permitted.*

d) Planting Easements:

- i. Planting easements are located in redevelopment parcels only. There are no planting easements on properties not to be acquired.
- ii. Planting easements shall be owned and maintained in good condition by the owner of the redevelopment parcel.
- iii. Planting easements shall be credited toward the minimum landscaping requirements of this **Redevelopment** ~~Urban Renewal~~ Plan.
- iv. The purpose of the planting easement is to provide an effective screen between the railroad, the Public

Service Electric and Gas company power substation and the adjoining uses. Also, between all industrial areas and adjacent residential or public areas. Trees should be planted which have a maximum growth height of at least twenty-five (25) feet and the trees shall be at least six (6) feet in height and of three (3) inch caliper at planting. Trees shall be planted at twenty-five (25) feet intervals or closer. The spacing of plants will be determined on the basis of the types of trees used in the easement. The redeveloper shall submit a proposed planting scheme, including the spacing and the types of trees. The Redevelopment Agency shall review the proposed planting scheme to determine its adequacy as a screening device.

8) Review and Approval of Plans and Specifications:

- a) In order to establish and maintain values and insure aesthetic and functional coordination essential to carrying out the objectives of the ~~Urban Renewal Plan~~, developers shall agree to certain additional controls through such means as are deemed appropriate by the Jersey City Redevelopment Agency *and the Jersey City Planning Board*. Such controls will be concerned solely with aesthetic and functional considerations and will not relieve developers of their responsibilities to comply with all ordinances and governmental rules and regulations including the ~~Urban Renewal Plan~~. ~~The Jersey City Redevelopment Agency specifically reserves the right to review and approve the developer's detailed plans, final working drawings and specifications. Review and approval will be specifically concerned with, but not limited to, site planning, architectural and construction details, screening and landscaping ingress and egress and signs. Preliminary sketches, drawings of site plans and building elevations in sufficient detail to show access, layout, landscaping and building construction shall be submitted to the Redevelopment Agency and the Jersey City Planning Board for review and approval before working drawings are made and before construction may commence.~~
- b) Statement of Duration of Provisions and Requirements: The provisions of the *Redevelopment* ~~Urban Renewal~~ Plan specifying the land use for the Project Area and the

requirements and restrictions thereto shall be in effect for a period of forty-nine (49) years following the official adoption of the **Redevelopment** Urban Renewal Plan by the Municipal Council of the City of Jersey City.

- c) Application of Provisions and Requirements of the Urban Renewal Plan to Property not to be Acquired:
  - i. The provisions of Sections C 2a, and C 2b, above shall be applicable to property not to be acquired in the Project Area where such property is extended or enlarged on land acquired or where such property is substantially altered, improved or renovated within the not-to-be acquired parcel.
- d) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.

As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of site plan approval.

- e) Any subdivision of lots and parcels of land within the redevelopment area shall be in accordance with the requirements of this plan and the land subdivision ordinance of the City of Jersey City.



## D. PROJECT PROPOSALS

### 1. Land Acquisition

#### a. Identification of Real Property Proposed to be Acquired:

- 1) ~~No All~~ real property *identified on the Boundary Map shall to be* acquired for clearance and redevelopment ~~is identified on the Land Acquisition Map, U.R.P. Map No. 3, dated August, 1973.~~
- 2) ~~All real property to be acquired for clearance and construction of public facilities is identified on the Land Acquisition Map No. 3, dated August, 1973.~~
- 3) Rehabilitation and conservation is ~~not~~ contemplated within the project area *for Booker T. Washington Apartments, which is owned by the Jersey City Housing Authority, designated as an "Area in Need of Rehabilitation" and identified on the Areas in Need of Rehabilitation Map .*

- b. ~~The only properties not to be acquired in the Project Area are owned by quasi public utilities. Public Service Electric and Gas Company has a power substation which is not to be acquired, and several railroad lines which cut through the Project Area are not to be acquired. These properties will be screened from disposition parcels by planting easements as described in this Urban Renewal Plan.~~
- c. ~~The Jersey City Redevelopment Agency does not contemplate exemption from acquisition any properties designated for acquisition.~~

### 2. Redeveloper's Obligations

In order to achieve the objectives of the ~~Urban Renewal Plan~~, each developer shall construct improvements in conformity with this plan and commence and complete such construction within a reasonable time as determined by the Jersey City Redevelopment Agency. The time will be specified in disposition documents.

The redeveloper must take effective measures to minimize dust, airborne soil erosion and limit noise during construction.

The redeveloper must be in compliance with all State and local requirements including the New Jersey Soil Erosion and Sediment Control Act (Chapter 21, P.L. 1975) and the New Jersey Noise Control Code (NJSA 13:1G-1 et. seq.).

There shall be no restriction of occupancy or use of any part of the project area on the basis of race, sex, creed, color or national origin.

### 3. Truck Traffic: Industrial Park Truck Traffic Access will be by internal loop

road and existing major routes (Grand Street, Fairmount Avenue and Montgomery Street).

**E. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS**

1. The ~~Urban Renewal~~ **Redevelopment** Plan contains all provisions necessary to meet State of New Jersey requirements under the Redevelopment Agencies Law.
2. The ~~Urban Renewal~~ **Redevelopment** Plan contains all provisions necessary to meet all requirements of the City of Jersey City.
3. In order to comply with the requirements of the laws of the State of New Jersey, the following statement is made in reference to the provisions for the temporary relocation and permanent re-housing of the persons residing in the Montgomery Street ~~Urban Renewal~~ **Redevelopment Plan** Area.

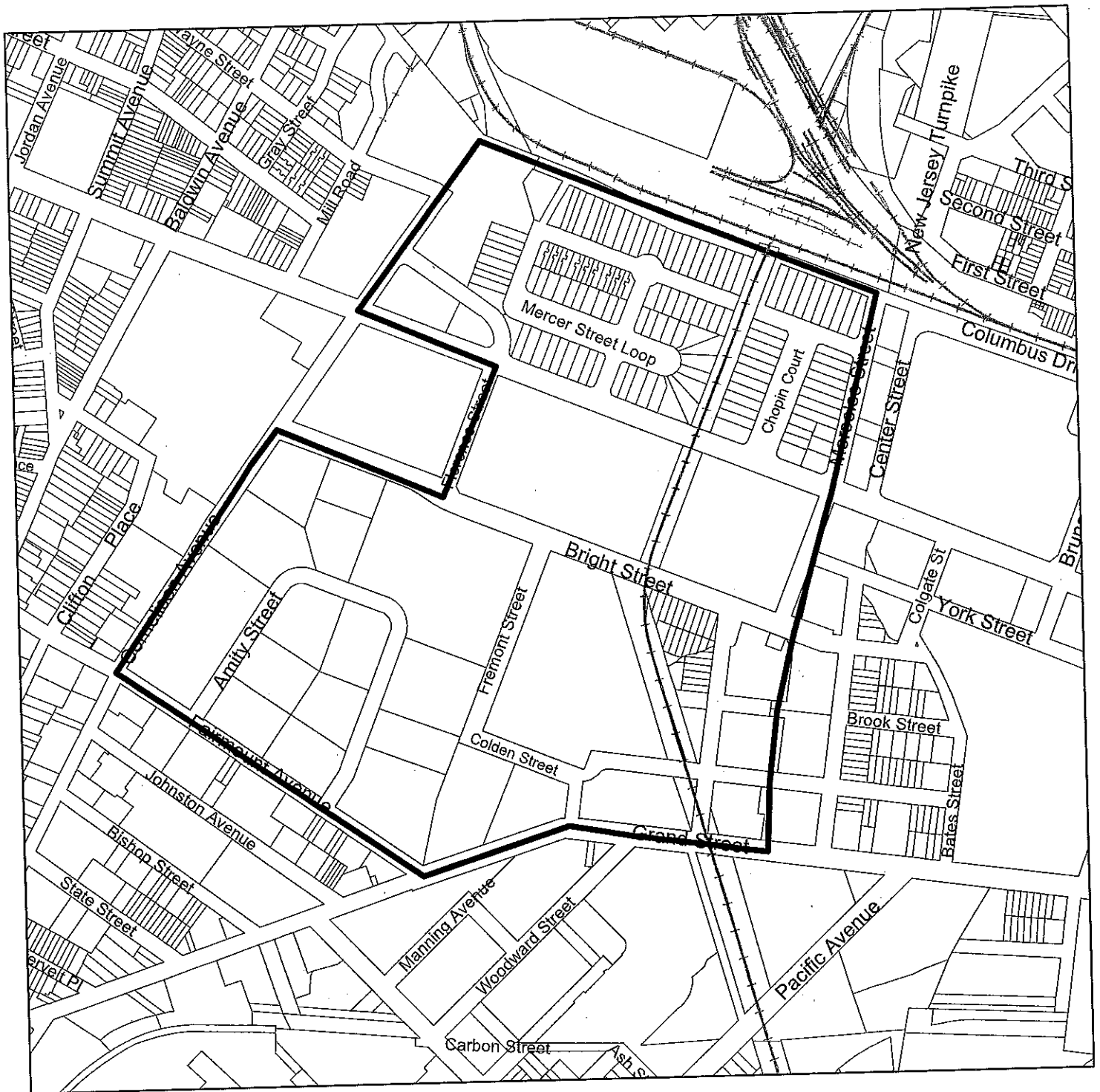
There are presently approximately 195 families of two or more persons and 25 individuals who have permanent residence in the Project Area and will require relocation. The City of Jersey City, through the services of the Redevelopment Agency, will provide these families and individuals the opportunity of being relocated into housing which is decent, safe and sanitary and which is within their financial means. The Redevelopment Agency will establish a relocation office within the Project Area. This office will be staffed by qualified personnel who will actively assist families and individuals in finding adequate accommodations. All families and individuals to be displaced will be interviewed to determine their re-housing requirements. In addition, a list of privately-owned houses and apartments, which have been inspected and certified as being decent, safe and sanitary, will be maintained and all families and individuals will be referred to dwelling units which are within their financial means. It is estimated that of the 195 families in the Project Area, 30 will be relocated into private sales housing, 122 will be relocated into private rental housing and 43 will be relocated into public housing. Of the 25 individuals to be displaced, 17 will relocate into private rental housing and 9 will relocate into public housing. The survey of housing resources and an analysis of the data obtained reveals that approximately 13,442 standard private rental units, 3,536 standard sales housing units, and 1,831 public housing units will become available during the three year relocation period.

4. The ~~Urban Renewal~~ Plan proposes to attain definite local objectives as to appropriate land uses, density of population as well as improved public utilities, traffic circulation, recreational and community facilities and other public improvements.

**F. PROCEDURE FOR CHANGES IN APPROVED PLAN**

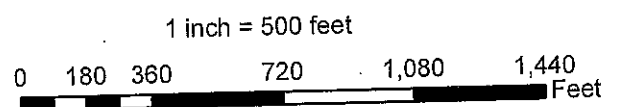
The ~~Urban Renewal~~ Plan may be amended from time to time upon compliance with requirements of law, provided that with respect to any land in the Project Area previously disposed of by the Jersey City Redevelopment Agency for use in accordance with the

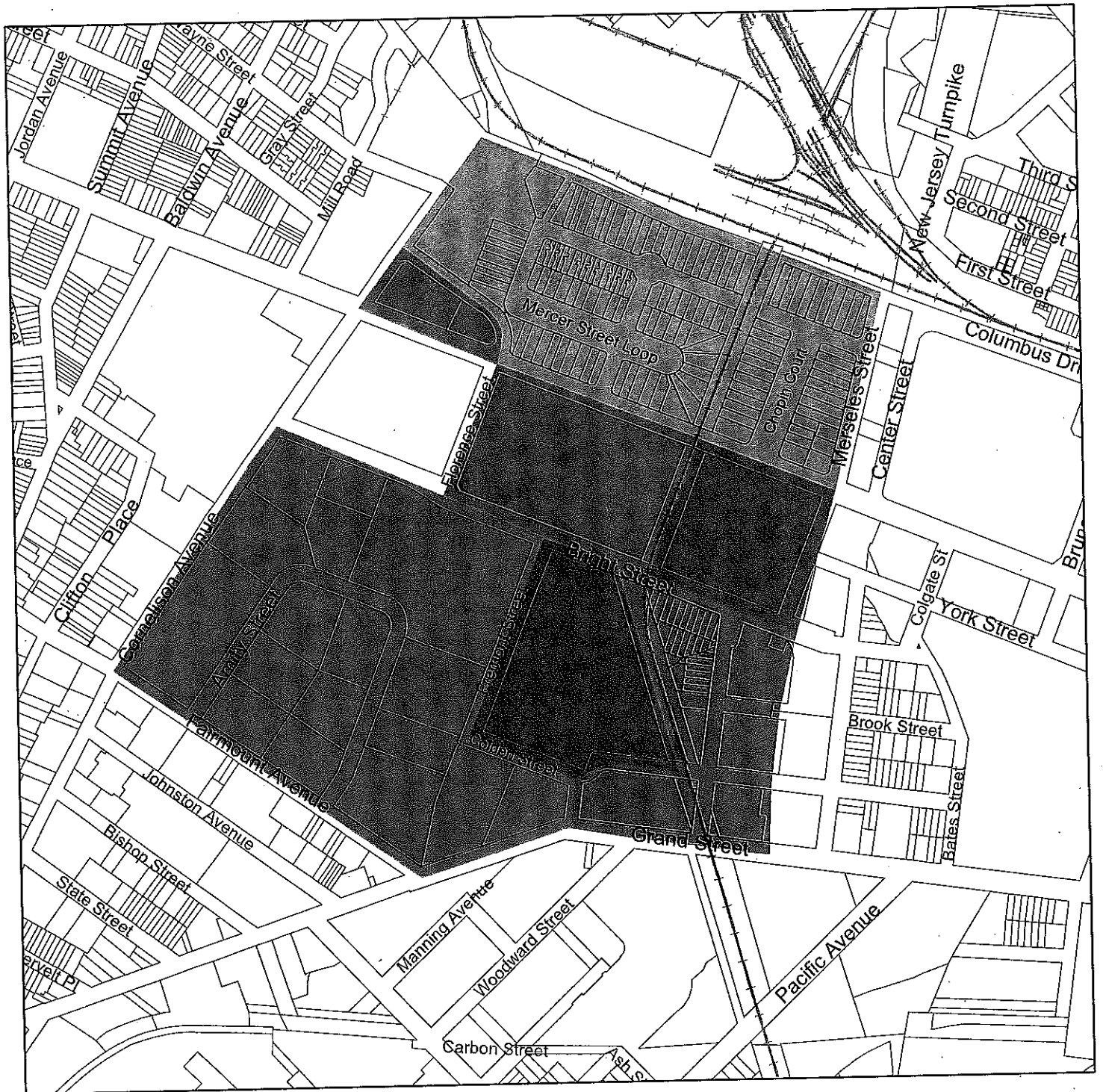
Urban Renewal Plan, the Jersey City Redevelopment Agency received written consent of the then owner of such land whose interest therein is materially affected by such amendment. A fee of \$1,000 plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this plan.



# MONTGOMERY STREET REDEVELOPMENT PLAN BOUNDARY MAP

DECEMBER 10, 2013





# MONTGOMERY STREET REDEVELOPMENT PLAN ZONING MAP

DECEMBER 10, 2013



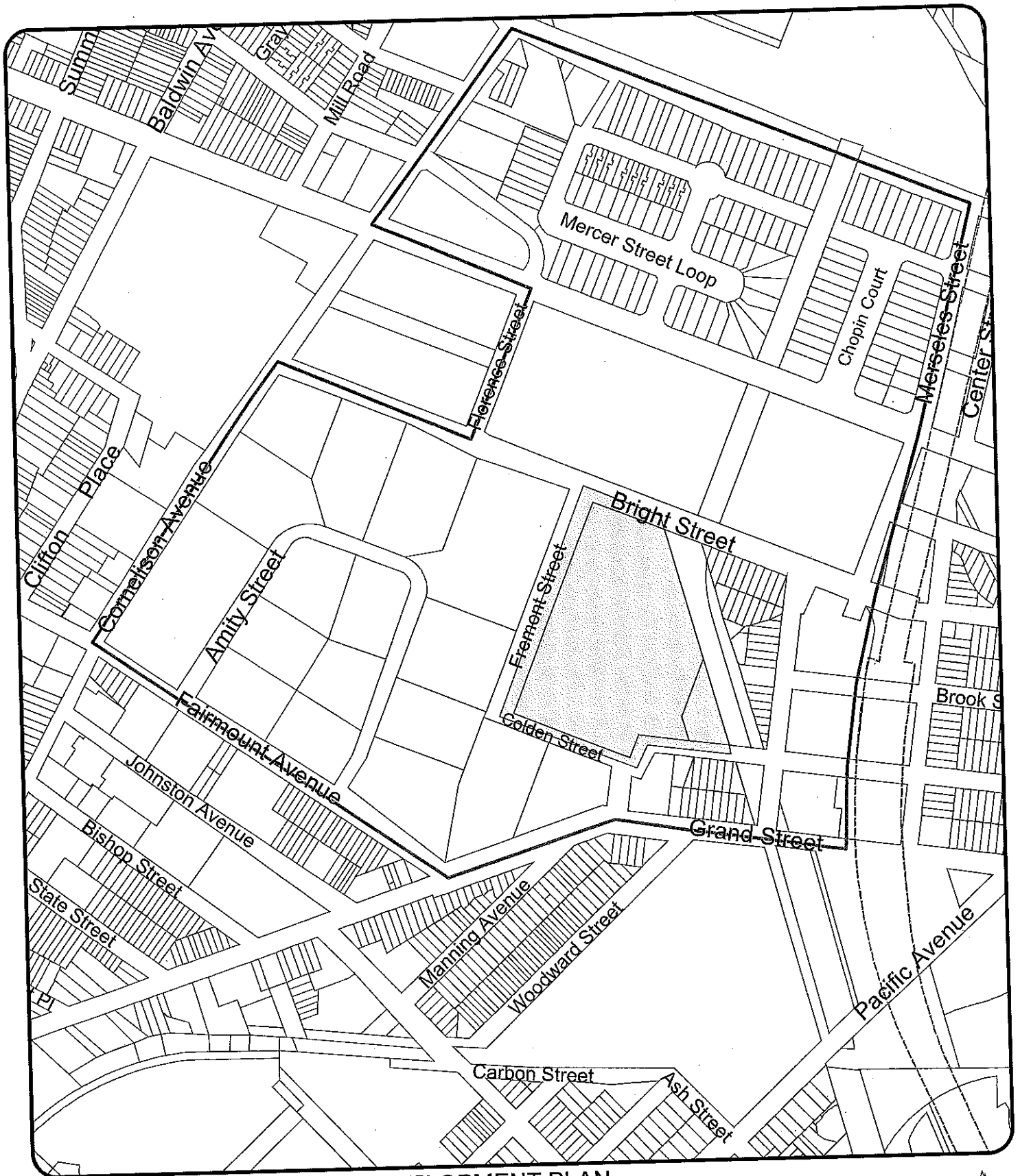
## Legend

- EDUCATION
- INDUSTRIAL OR COMMERCIAL
- MIXED USE
- RESIDENTIAL - A
- RESIDENTIAL - B



1 inch = 500 feet

0 180 360 720 1,080 1,440 Feet



# **MONTGOMERY STREET REDEVELOPMENT PLAN** **AREAS IN NEED OF REHABILITATION**

## **Legend**

- Redevelopment Plan Boundary
- Areas in need of Rehabilitation as of August 10, 2011



January 28, 2014

1 inch equals 400 feet

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.023  
TITLE: 3.B FEB 26 2014 4.B

Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Montgomery Street Redevelopment Plan to reorganize content and create a mixed use district.

RECORD OF COUNCIL VOTE ON INTRODUCTION												FEB 26 2014	9-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓				

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING													
Councilperson moved, seconded by Councilperson to close P.H.													
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI				YUN				RIVERA					
RAMCHAL				OSBORNE				WATTERMANN					
BOGGIANO				COLEMAN				LAVARRO, PRES.					

N.V.--Not Voting (Abstain)

✓ Indicates Vote

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY													
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted													
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI				YUN				RIVERA					
RAMCHAL				OSBORNE				WATTERMANN					
BOGGIANO				COLEMAN				LAVARRO, PRES.					

RECORD OF FINAL COUNCIL VOTE													
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI				YUN				RIVERA					
RAMCHAL				OSBORNE				WATTERMANN					
BOGGIANO				COLEMAN				LAVARRO, PRES.					

N.V.--Not Voting (Abstain)

✓ Indicates Vote

FEB 26 2014

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 14.024  
Agenda No. 3.C 1st Reading  
Agenda No. 4.C 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.024

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO  
EXPAND AN ADAPTIVE REUSE DISTRICT**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on October 9, 2013; and

**WHEREAS**, the existing Plan has several "Adaptive Reuse" zones intended to allow the preservation of important and/or historic structures in the community; and

**WHEREAS**, an existing house of worship, St. John's AME, is presently vacant but worthy of preservation; and

**WHEREAS**, expanding the existing Adaptive Reuse Zone E will allow this structure to be preserved and rehabilitated for residential use, which is a benefit to the community and its history; and

**WHEREAS**, parking is generally limited by preexisting conditions in cases of adaptive reuse, and the Plan should be adopted to recognize these limitations so that they do not obstruct redevelopment; and

**WHEREAS**, the Planning Board, at its meeting of January 28, 2014, determined that the Morris Canal Redevelopment Plan should be amended to expand the Adaptive Reuse Zone; and

**WHEREAS**, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.


**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

  
Robert D. Cotter, PP, FAICP  
Director, Division of City Planning

APPROVED: 

APPROVED: 

Business Administrator



**RESOLUTION FACT SHEET - NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO  
EXPAND AN ADAPTIVE REUSE DISTRICT**

**Initiator**

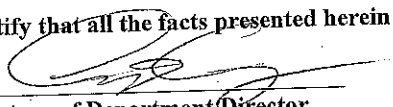
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The proposed amendments will expand the existing Adaptive Reuse "zone E" to include a vacant house of worship (St. John's AME) at 326 Pacific Avenue. Such rezoning will preserve the structure by allowing it to be converted into residential units. Additionally, parking requirements have been clarified.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

---

**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**

---



---

**Inter-Office Memorandum**

---

**DATE:** February 11, 2014  
**TO:** Council President Lavarro, Anthony Cruz, Bob Cotter  
**FROM:** Kristin J. Russell, PP, AICP  
**SUBJECT:** Morris Canal Redevelopment Plan amendment

---

The amendments before you for the Morris Canal Redevelopment Area expand an existing "Adaptive Reuse E" zone. This zone is intended to preserve structures that are architecturally interesting, important, and/or sound, and allow them to be re-used.

The amendment will incorporate the AME Church into the zone, so that it can be rehabilitated as residential units. The religious structure to its rear, All Saints, has already benefited from this zoning.

Additionally, language was added to the plan to acknowledge that there are physical limitations on existing structures which may preclude them from providing as much parking as would typically be expected, and this limitation should not encumber the preservation and reuse goals.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL  
REDEVELOPMENT PLAN TO EXPAND AN ADAPTIVE REUSE DISTRICT**

The proposed amendments will expand the existing Adaptive Reuse "zone E" to include a vacant house of worship (St. John's AME) at 326 Pacific Avenue. Such rezoning will preserve the structure by allowing it to be converted into residential units. Additionally, parking requirements have been clarified.

# **Morris Canal**

# **Redevelopment Plan**

*(formerly known as the Garfield - Lafayette Redevelopment Plan)*

**As adopted by the Municipal Council of the City of Jersey City**

**March 1999**

**Amended February 27, 2002**

**Amended March 27, 2002**

**Amended July 26, 2002**

**Amended November 13, 2002**

**Amended August 11, 2004**

**Amended January 11, 2006**

**Amended October 16, 2006**

**Amended March 14, 2007**

**Amended May 28, 2008 – Ord. 08-060**

**Amended June 25, 2008 – Ord 08-084**

**Amended December 17, 2008 – Ord 08-169**

**Amended January 28, 2009 – Ord 09-006**

**Amended June 17, 2009 – Ord 09-071**

**Amended May 12, 2010 – Ord 10-064**

**Amended August 25, 2010 – Ord 10-104**

**Amended September 29, 2010 – Ord 10-115**

**Amended November 23, 2010 – Ord 10-156**

**Amended February 23, 2011 - Ord 11-024**

**Amended June 29, 2011 – Ord. 11-071**

**Amended June 27, 2012 – Ord. 12-083**

**Amended October 9, 2013 – Ord. 13-103**

***Proposed Amendment 2/7/14***

The following section of the existing plan shall be amended thusly:

## **M. ADAPTIVE REUSE OVERLAY ZONES**

To provide options for property owners of certain significant and appropriate structures, and/or certain outmoded institutional and industrial structures, that existed at the time of adoption of this redevelopment plan to have greater flexibility in use than would be permitted by the underlying residential, retail or industrial district. Adaptive Reuse Overlay - Zone A and Adaptive Reuse Overlay - Zone D consists of certain properties that are contained within the Plan Residential zone. Adaptive Reuse Overlay - Zone B consists of a property that crosses the boundary between an Industrial zone and Mixed Use - B zone (Neighborhood Retail and Residential). Adaptive Reuse Overlay - Zone C consists of a property that exists within an Industrial zone, but is on the cusp of an adjacent R-2 zone that is outside the Plan Area, and is across the street from parcels that are planned for parkland by this Plan. *Zone E consists of old houses of worship structures.*

The Adaptive Reuse Overlay Zones shall be in addition to, and not supersede, the underlying zoning categories. Furthermore, the Adaptive Reuse Overlay Zone shall apply only to those structures that existed at the time of adoption of this Plan, as listed within each Overlay Zone category of this Plan, or new construction on vacant land within the Overlay Zones which permit new construction as outlined elsewhere in this section. Should said structures be demolished, or the exterior be significantly altered, except in compliance with the requirements of this section, the subject parcel shall no longer be considered part of an Adaptive Reuse Overlay Zone, and the underlying Plan zoning requirements shall be in effect.

### **1. Design Standards**

- a. For the adaptation, rehabilitation, and/or reuse of existing buildings (existing lower portions, not including any permitted vertical additions), the design standards contained within the Section XII for this district shall apply. Existing buildings shall implement rehabilitation that restores the building's exterior façade to its original profile to the extent possible within reasonable engineering methods and cost. Restoration of original window and door openings is encouraged to the extent feasible.
- b. For new construction as a vertical addition on top of existing buildings, the following shall apply:
  - (1) Vertical additions are only permitted on flat-roof buildings, and buildings free of decorative elements (such as domes, cupolas, cones, belvederes, towers, turrets, etc.)
    - i. Vertical additions shall not be made to replicate the original building in materials or color. Additions shall be primarily of glass and steel with other modern material details. Glazing on additions must be a minimum of 85%.
    - ii. All buildings shall incorporate flat roofs, except where existing roofs are sloped, gabled, or turreted or otherwise decoratively treated, in which case they shall remain.
      - (a) Roofs may contain HVAC equipment, provided however, that the equipment must be enclosed or screened. Constructed screening shall be executed in a manner that is sympathetic with the architecture of the building, and shall

not be visible from an elevation of five feet above the sidewalk on the opposite side of the public right-of-way.

- (b) Roofs shall include open space for building residents. Terraces, decked areas, seating areas, and landscaping should be included.

(2) Rehabilitated buildings shall include the following amenities:

- i. Laundry facilities. A minimum of one (1) washer and dryer for every ten (10) units with a minimum of one (1) washer and dryer on each residential floor must be provided; OR a washer and dryer in each residential unit.
- ii. Bicycle storage. An appropriately sized bicycle storage room or locker area must be situated on the first floor or garage of all rehabilitated buildings.

**2. Area, yard and bulk standards**

- a. The adaptive re-use of these properties shall exempt the property from all area, yard and bulk requirements, provided that the lot size is not reduced from that which existed at the time of the adoption of this Plan; that the coverage is not increased by more than 5%; and that the height is not increased by more than two stories or penthouse floors or a single floor with a mezzanine, either not to exceed 20 feet, unless the specific Overlay Zone allows new construction within the zone.
- b. *Except where otherwise regulated in this section, parking shall be provided to the greatest extent practicable considering the constraints of each site and prioritizing the preservation of the existing structures. The Board shall consider each application and determine if the parking proposed is appropriate.*

**3. List of Adaptive Reuse Overlay Zones and Permitted Uses:**

- a. **Adaptive Reuse Overlay – Zone A**  
no changes
- b. **Adaptive Reuse Overlay – Zone B**  
no changes
- c. **Adaptive Reuse Overlay – Zone C**  
no changes
- d. **Adaptive Reuse Overlay – Zone D**  
no changes

**e. Adaptive Reuse Overlay – Zone E**

Block	Lot	Address
20005	3	305 Whiton Street
<b>20005</b>	<b>4, 25</b>	<b>326 Pacific Avenue</b>

(1) Permitted Principal Use

- (a) Residential

(2) Accessory Uses



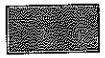

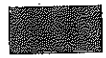
- A. Parking
- B. Patio & Landscaping
- C. Fences and Walls

# Morris Canal Redevelopment Plan

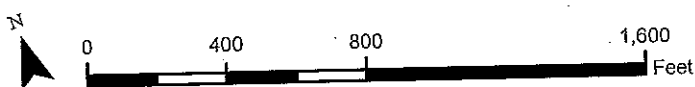
## Map C: Adaptive Reuse Zoning Overlay



### Legend

-  Adaptive Reuse - A
-  Adaptive Reuse - B
-  Adaptive Reuse - C
-  Adaptive Reuse - D
-  Adaptive Reuse - E

January 2, 2014



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.024  
TITLE: 3. C FEB 26 2014 4.C

Ordinance of the Municipal Council of the City of Jersey  
City adopting amendments to the Morris Canal  
Redevelopment Plan to expand an adaptive reuse district.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

✓ Indicates Vote

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

✓ Indicates Vote

**FEB 26 2014**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_



City Clerk File No. Ord. 14.025  
Agenda No. 3.D 1st Reading  
Agenda No. 4.D 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.025

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 122 (CIRCUSES,  
CARNIVALS AND PUBLIC ASSEMBLAGES) OF THE JERSEY CITY MUNICIPAL CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

- A. The following amendments to Chapter 122 (Circuses, Carnivals and Public Assemblages) of the Jersey City Municipal Code are hereby adopted:

Chapter 122

### **CIRCUSES, CARNIVALS AND PUBLIC ASSEMBLAGES**

#### **§122-1. Permission Required; Hours and Conditions of Operation.**

- A. It shall be unlawful for any person, firm or corporation to erect or cause to be erected any temporary structure composed wholly or partly of canvas or similar material to be used as a place of amusement or for any religious, educational or recreational purposes or for any other public assemblages whatsoever within the city without first having made application to and received permission to do so in accordance with the conditions and limitation as set out in this chapter.
- B. Any permit approved for a structure or activity permitted under § 122-1A shall be subject to the following conditions:
- (1) Hours of operation:
    - a. Exchange Place. Due to the high number of permits issued for activities at the Exchange Place site (defined as the area from Christopher Columbus south to Essex Street, and from Washington Street east to the waterfront), permit hours at Exchange Place shall be from 10:00 a.m. to 8:00 pm on Sunday through Thursday and from 10:00 a.m. to 10:00 p.m. on Friday and Saturday.
    - b. All other sites. Permit hours at all others sites shall be from 10:00 a.m. to 11:00 p.m. on Sunday through Thursday and from 10:00 a.m. to 12:00 midnight on Friday and Saturday.
  - (2) All musical activity shall cease one hour before closing time, unless the Director of Public Safety, for good cause, directs an earlier cessation.
  - (3) If any special permit has been issued for the sale of alcoholic beverages, all sales, offers for sale and serving of alcoholic beverages shall cease ~~1 1/2~~ one (1) hour before closing time unless the Chief of Police or a representative of the Chief for good cause directs an earlier cessation.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 122  
(CIRCUSES, CARNIVALS AND PUBLIC ASSEMBLAGES) OF THE JERSEY  
CITY MUNICIPAL CODE

**§122-2. Through §122-9. No Change.**

B. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

C. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. the City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in ~~[brackets]~~ are omitted.  
For purposes of advertising only, new matter is indicated by **boldface**  
and repealed matter by *italic*.

JM/he  
2/19/14

APPROVED AS TO LEGAL FORM

Certification Required ☐  
Not Required ☐

Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Amendments to the Carnival Ordinance

**Initiator**

Department/Division	City Council	
Name/Title	Candice Osborne	Councilwoman - Ward E
Phone/email	201-936-4176	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The completion of the Owen Grundy Pier and the Waterfront walkway have made the Exchange Place area a more favorable place to hold weekend festivals. Most weekends in the summer, festivals take place which draw not only from NJ, but from the region. Also during this time, the make up of the Exchange Place area has changed from commercial to a mix of commercial and residential. Today several residential high rises exist in the neighborhood close to the waterfront. This ordinance aims to create balance with residents and guests by the creation of a "high frequency" festival area with revised hours permitted. In the future, other areas which are deemed high frequency areas can be added to the ordinance.

I certify that all the facts presented herein are accurate.

*Candice Osborne*

Signature of Department Director

Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.025  
TITLE: 3.D FEB 26 2014 4.D

Ordinance amending and supplementing Chapter 122  
(Circuses, Carnivals and Public Assemblages) of the City  
of Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 7-2</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		✓	
RAMCHAL		✓		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

✓ Indicates Vote

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

✓ Indicates Vote

**FEB 26 2014**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 14.026  
Agenda No. 3.E 1st Reading  
Agenda No. 4.E 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.026

TITLE: **ORDINANCE AMENDING CHAPTER 242 (PEACE AND GOOD ORDER) ARTICLE V (MOTOR VEHICLES) OF THE JERSEY CITY MUNICIPAL CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

- A. The following amendments to Chapter 242 (Peace and Good Order) Article V (Motor Vehicles) are hereby adopted:

**PEACE AND GOOD ORDER  
ARTICLE V  
Motor Vehicles**

**§242-7. [Nuisance.] Violations – Breach of the Peace; Obstructing Pedestrian Way; Stopping Vehicles at an Intersection.**

~~[It is hereby declared a nuisance for]~~ No [any] person shall ~~[to]~~ drive, maintain or use a motor vehicle in any manner so as to:

- A. Create or cause to be created a breach of peace.
- B. Create or cause to be created any disturbance or annoyance to the comfort and repose of any person.
- C. Obstruct the free passage of pedestrians or other motor vehicles.
- D. Interfere with the safety of pedestrians or other vehicles.
- E. Engage in any course of conduct alarming to any reasonable person.
- F. Stop a motor vehicle within an intersection or marked crosswalk, if preceding traffic or any traffic light or signal prevents the immediate clearance of the intersection or marked crosswalk.

Note: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

1W/igp  
2/18/14

APPROVED AS TO LEGAL FORM

Certification Required ☐  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE AMENDING CHAPTER 242 (PEACE AND GOOD ORDER) ARTICLE V (MOTOR VEHICLES) OF THE JERSEY CITY MUNICIPAL CODE

**Initiator**

Department/Division	Office of the Mayor	
Name/Title	Douglas Carlucci	Aide to the Mayor
Phone/email	201-547-4943	dcarlucci@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Amends Municipal Code specifically to prohibit vehicles from obstructing intersections and crosswalks, in conformance with N.J.S.A. 39:4-67.

The Office of the Mayor presents this ordinance as part of the City's inter-department preparations for the closure of the Northbound lanes of the Pulaski Skyway on April 12, 2014. The purpose of the amendment is to prevent gridlock on City streets in anticipation of increased traffic volume on local streets during the Skyway closure.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.026  
TITLE: 3.E FEB 26 2014 4.E

Ordinance amending Chapter 242 (Peace and Good Order) Article V (Motor Vehicles) of the Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

✓ Indicates Vote

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s): \_\_\_\_\_

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 14.027  
Agenda No. 3.F 1st Reading  
Agenda No. 4.F 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.027

TITLE: **ORDINANCE AMENDING CHAPTER 304 (TAXATION) ARTICLE III (FIVE-YEAR TAX EXEMPTION) AND ARTICLE VI (LONG TERM AND FIVE YEAR TAX EXEMPTIONS AFFORDABLE HOUSING TRUST FUND) OF THE JERSEY CITY MUNICIPAL CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOES ORDAIN:**

A. The following amendment to Chapter 304 (Taxation) Article III (Five-Year Tax Exemption) of the Jersey City Code are hereby adopted:

### ARTICLE III Five-Year Tax Exemption

**§304-6. Through §304-12. No Change.**

**§304-13. General requirements.**

A. Every applicant for tax exemption ~~including a tax exemption subject to a tax agreement which requires the separate application described in § 304-12B above,~~ shall file that form of application prescribed by the Director of the New Jersey Division of Taxation in the Department of Treasury with the Assessor. In addition, a tax exemption subject to a tax agreement requiring approval of the Municipal Council shall also file the application described in Section 304-12B. ~~{As a condition to approval, the application must be filed within thirty (30) days, including Saturdays and Sundays, following the Completion of the Improvement, Conversion or Construction. Every application for exemption, including those projects which must also receive the approval of the Municipal Council, so filed shall be approved and allowed by the Assessor to the degree that the application is consistent with the provisions of this article; that is, the Improvement, Conversion Alteration or Construction for which the application is made must qualify pursuant to the provisions of the law and this article. The applicant shall submit data in support of the application as the Assessor or City shall require.}~~

(1) every application for a tax exemption subject to a tax agreement under Section 304-12B, must be filed and approved before proceeding with the project, that is, prior to construction commencing;

(2) all other applications for tax exemption must be filed up to thirty (30) days, including Saturdays and Sundays, following the Completion of the Improvement, Conversion or Construction.

B. Every application for tax exemption, including projects which must also be approved by the Municipal Council, shall be approved and allowed by the Assessor to the degree that the application is consistent with the provisions of this article; that is, the Improvement, Conversion Alteration or Construction for which the application is made must qualify pursuant to the provisions of the law and this article. The applicant shall submit data in support of the application as the Assessor or City shall require.

[B]C. The granting of an exemption and, if appropriate, tax agreement, shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of the termination date thereof.



- [E]D. As to applications which require approval by the Municipal Council, the Assessor shall forward the application to the Director of Housing, Economic Development and Commerce and the Municipal Council for action.
- [F]E. No application shall be filed unless it is accompanied by the fees as provided in Chapter 160, Fees and Charges, to be paid as compensation for legal and related administrative review by the City.
- [F]E. No exemptions shall be granted for any property for which property taxes or any other Municipal Charges, including interest, are delinquent or remain unpaid or for which penalties for nonpayment are due.
- [F]G. All taxes and other Municipal Charges must be paid timely and in full during the term of the exemption. The failure to timely pay any tax or other Municipal Charge, including land tax, shall permit the Tax Collector to terminate the tax exemption and subject the property to full taxation.
- [G]H. Any tax appeal filed for the exempt property during the term of the exemption shall immediately void the tax exemption.

B. The following amendment to Chapter 304 (Taxation) Article VI (Long Term and Five Year Tax Exemptions Affordable Housing Trust Fund) of the Jersey City Code are hereby adopted:

#### ARTICLE VI

##### Long Term and Five Year Tax Exemptions Affordable Housing Trust Fund

#### §304-28. Contribution required.

- A. No long term tax exemption permitted under N.J.S.A. 40A:20-1 et seq., or five year tax exemption permitted under N.J.S.A. 40A:21-1 et seq. ~~and Section 304-12 of the Jersey City Municipal Code~~, for any market rate housing project or any commercial or industrial project, shall be approved unless the ~~urban renewal entity~~ recipient makes a contribution to the Jersey City's Affordable Housing Trust Fund, in accordance with N.J.S.A. 40A:12A-4.1 et seq., and this Chapter.
- B. No contribution shall be required of ~~an urban renewal entity~~ a recipient that by a recorded deed or agreement, restricts (thereby setting aside) a minimum of fifteen (15) percent of the project for low and moderate income affordable housing for a minimum period of thirty (30) years in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

#### §304-29. Through §304-32. No Change.

- C. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- D. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. the City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

#### NOTE:

All new material is underlined; words in ~~brackets~~ are omitted.  
For purposes of advertising only, new matter is indicated by **boldface**  
and repealed matter by *italic*.

JM/he  
2/18/14  
APPROVED AS TO LEGAL FORM  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE AMENDING CHAPTER 304 (TAXATION) ARTICLE III (FIVE-YEAR TAX EXEMPTION) AND ARTICLE VI (LONG TERM AND FIVE YEAR TAX EXEMPTIONS AFFORDABLE HOUSING TRUST FUND) OF THE JERSEY CITY MUNICIPAL CODE

**Initiator**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

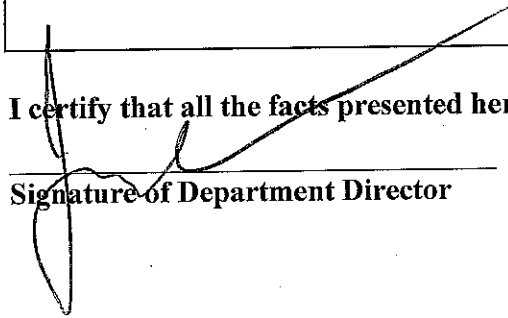
**Resolution Purpose**

The amendment requires applicants for five (5) year tax abatements that require Council approval to file and receive approval of their application before construction commences.

This amendment also confirms that recipients of 5-year tax abatements are required to make affordable housing contributions.

This ordinance was requested by the Council President, Rolando Lavarro.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/19/14  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.027  
TITLE: 3.F FEB 26 2014 4.F

Ordinance amending Chapter 309 (Taxation) Article III  
(Five-Year Tax Exemption) and Article VI (Long Term  
and Five Year Tax Exemptions Affordable Housing Trust  
Fund) of the Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

SPEAKERS:

N.V.--Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

**FEB 26 2014**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 14.029  
Agenda No. 3.H 1st Reading  
Agenda No. 4.G 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.029

**TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY SENATE PLACE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Senate Place Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity is the Contract Purchaser for certain property known as Block 7807, Lot 22, on the City's Official Tax map, and more commonly known by the street address of 25 Senate Place, and more specifically described by metes and bounds, in the application (Property); and

**WHEREAS**, the Property is located within an Urban Enterprise Zone as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Entity has applied for a 20 year long term tax exemption to construct a new mixed use, market rate residential rental project, which will consist of five and one-half (5½) story mixed use building with approximately two hundred sixty-six (266) market rate residential rental units, five thousand five hundred sixty-seven (5,567) square feet of commercial retail space, one hundred twenty-eight (128) parking spaces, of which nineteen thousand five hundred eighty-four (19,584) square feet consists of commercial parking space located in Block 7807, Lot 22 on the City's Tax Map and more commonly known as 25 Senate Place, Jersey City [Project]; and

**WHEREAS**, the Project received a site plan approval from the Planning Board on May 21, 2012; and

**WHEREAS**, Senate Place Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of the Annual Gross Revenue each year, which sum is estimated to be \$520,369; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 1% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY SENATE PLACE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

5. pay the sum of \$436,727 to the City's Affordable Housing Trust Fund; and
6. construct an early childhood education facility on the ground floor of the Project subject to approval by the Jersey City Board of Education. The Entity has agreed to complete construction and obtain all necessary approvals within thirty-six (36) months as of the date of adoption of the within Ordinance or the tax exemption will terminate, as outlined in the Financial Agreement; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$15,417, whereas, the Annual Service Charge as estimated, will initially generate revenue of more than \$520,369 to the City and an additional sum of approximately \$26,018 to Hudson County;
2. it is expected that the Project will create approximately 100 jobs during construction and 47 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of an Urban Enterprise Zone;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, Senate Place Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. The application of Senate Place Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 7807, Lot 22, more commonly known by the street address of 25 Senate Place, more specifically described by metes and bounds in the application is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY SENATE PLACE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$520,369 upon Project Completion, whether or not the Project is occupied; or
    - (b) 10% of Annual Gross Revenue, which sum is estimated to be \$520,369, and which shall be subject to statutory increases during the term of the tax exemption.
  3. Administrative Fee: 1% of the prior year's Annual Service Charge;
  4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
  5. Project: A five and one-half (5½) story mixed use building with approximately two hundred sixty-six (266) market rate residential rental units, five thousand five hundred sixty-seven (5,567) square feet of commercial retail space, one hundred twenty-eight (128) parking spaces, of which nineteen thousand five hundred eighty-four (19,584) square feet consists of commercial parking space;
  6. Affordable Housing Trust Fund: \$1,500 per unit or \$399,000 and \$1.50 per square foot x 25,151 square feet (5,567+19,584) or \$37,727, for a total of \$436,727;
  7. An obligation to construct an early childhood education facility on the ground floor of the Project subject to approval by the Jersey City Board of Education. This Tax Exemption will terminate if construction of the early childhood education facility is not completed and all necessary approvals for use and operation have not been secured within thirty-six (36) months after adoption of the within Ordinance. The Entity shall maintain the early childhood education facility as a school for the duration of the term of this Tax Exemption as set forth in this Financial Agreement. If at any point the Entity ceases to use, offer or maintain the Early Childhood Education Center, the Tax Exemption shall terminate;
  8. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses; and
  9. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the date of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY SENATE PLACE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face**  
and repealed matter by *italic*.

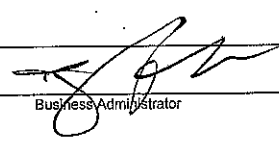
Dj/he  
2/19/14

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED:   
\_\_\_\_\_  
Business Administrator

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Ordinance Approving a 20 Year Tax Exemption for a Market Rate Mixed Use Rental Project To Be Constructed by Senate Place Urban Renewal, Llc, an Urban Renewal Entity, Pursuant to the Long Term Tax Exemption Law N.J.S.A. 40a:20-1 et seq.

### **Initiator**

Department/Division	Law Department	Law Department
Name/Title	Diana Jeffrey	Asst. Corporation Counsel
Phone/email	(201) 547-4797	DJeffrey@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

Senate Place Urban Renewal, LLC, is the Contract Purchaser for certain property known as Block 7807, Lot 22, on the City's Official Tax map, and more commonly known by the street address of 25 Senate Place, Jersey City, NJ.

The Entity has applied for a 20 year long term tax exemption to construct a new mixed use, market rate residential rental project, which will consist of five and one-half (5½) story mixed use building with approximately two hundred sixty-six (266) market rate residential rental units, five thousand five hundred sixty-seven (5,567) square feet of commercial retail space, one hundred twenty-eight (128) parking spaces, and nineteen thousand five hundred eighty-four (19,584) square feet of additional commercial parking space.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/19/14  
Date



## **FINAL DRAFT FOR LEGAL REVIEW**

**DATE:** February 18, 2014

**TO:** Diana Jeffrey (For distribution to City Council and City Clerk)

**FROM:** Ernest Borja, Tax Collector's Office

**SUBJECT:** TWENTY-YEAR TAX ABATEMENT APPLICATION: MIXED USE  
RENTAL PROJECT- Senate Place, Urban Renewal LLC, - 25 Senate  
Place Block 7807, Lot 22

**CC:** M. Cosgrove, J. Monahan

### **INTRODUCTION:**

The applicant, Senate Place, Urban Renewal LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It is a five and one half (5 ½) story mixed use rental project within the Marion Works Office/Residential District. The application fee of \$9,500 was paid. An outstanding tax lien was redeemed on January 16, 2014.

### **LOCATION OF THE PROPERTY:**

The property is located at Senate Place and Van Winkle Avenue known as 25 Senate Place. It is Block 7807 Lot 22. The property is in an Urban Enterprise Zone.

### **PROPERTY TO BE CONSTRUCTED:**

The project is a mixed-use five and one half (5½) story rental building with two hundred sixty-six (266) residential units, approximately 5,000 square feet of retail/commercial space and 128 parking spaces.

### **ESTIMATED TOTAL CONSTRUCTION COST:**

The cost of construction is estimated at \$22,646,614.

### **CONSTRUCTION SCHEDULE:**

Construction is to begin immediately after approval of this application. Completion is anticipated within eighteen (18) months of start date.

### **ESTIMATED JOBS CREATED:**

The applicant estimates creation of one hundred (100) jobs during Construction and approximately forty-seven (47) permanent jobs after construction. The

Senate Place UR  
2/19/2014 2:56 PM

## **FINAL DRAFT FOR LEGAL REVIEW**

permanent jobs include eleven (11) jobs for a proposed early childhood educational facility. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

### **AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:**

The applicant proposes an AHTF contribution of \$435,876. At the rate of \$1,500 per residential unit for two hundred sixty-six (266) units, \$1.50 per square foot for 5,000 SF of retail space, and \$1.50 per square foot for 19,584 SF of revenue generating parking.

### **CURRENT REAL ESTATE TAXES:**

The applicant estimates the land tax for 2013 at \$15,417. Only the Tax Assessor can determine the actual assessment for the property. A tax lien was sold on December 19, 2013. It was redeemed on January 16, 2014. A tax payment of \$3,854.33 is due on February 1, 2014 and was paid on February 7, 2014.

### **PROPOSED ABATEMENT:**

The property is in Tier II of the Tax Abatement Policy Map. The Applicant is proposing to include an early childhood educational facility, with approval by the Jersey City Board of Education on the first floor of the project to move into Tier III. As an alternative, the Applicant has proposed paying 1.5% of actual construction costs, an element of total project costs, as a bond in the event that approvals for the early childhood education facility cannot be obtained.

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project. The Applicant proposes an annual service charge based upon ten percent (10%) of gross revenue. In addition the Applicant would pay an annual service Charge to Hudson County based upon five percent (5%) of the service charge and an administrative fee to the City of one percent (1%).

The Applicant proposes no staged adjustments until year fifteen (15). The Minimum annual service charge will be determined once the Tax Assessor establishes the land assessment. The applicant proposes an eighteen (18) month lease-up period. Both the staging an lease up period should be amended

### **PROPOSED REVENUE TO THE CITY:**

At full occupancy the estimated annual revenue is \$ 5,203,685. The proposed market rents used for the revenue estimates seem to be reasonable. The Annual Service charge at the rate of ten percent (10%) is \$520,369. The City

## FINAL DRAFT FOR LEGAL REVIEW

Administrative fee at one percent (1%) would be \$5,204 and the Hudson County fee of five percent (5%) would be \$26,018. See table below:

			Total	Total
	Units	Rent	Monthly	Annual
Studio	63	\$1,295	\$81,585	\$979,020
One Br	75	\$1,575	\$118,125	\$1,417,500
Suites	10	\$1,795	\$17,950	\$215,400
One Br + Den	51	\$1,445	\$73,695	\$884,340
Duplex 1BR + Terrace	21	\$1,850	\$38,850	\$466,200
Duplex 1BR + Terrace + Den	17	\$1,925	\$32,725	\$392,700
Duplex 2BR + Terrace	25	\$1,995	\$49,875	\$598,500
Duplex 2BR + Terrace + Den	4	\$2,495	\$9,980	\$119,760
	266		\$422,785	\$5,073,420
Retail Income				\$75,204
Parking income				\$216,000
Sub Total				\$5,364,624
Vacancy (3%)				(\$160,939)
Total Gross Revenue				\$5,203,685
PILOT	10%			\$520,369
Hudson County Fee	5%			\$26,018
Jersey City Admin. Fee	1%			\$5,204

Re: 25 Senate Place  
Approximately Acres  
Block 7807, Lot 22  
An Urban Enterprise Zone

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_\_\_ day of \_\_, 20\_\_ by and between **SENATE PLACE URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 30 Montgomery Street, 13<sup>th</sup> Floor, Jersey City, NJ 07302 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to Deed dated December 20, 2012, of certain property designated as Block 7807, Lot 22, more commonly known by the street address of 25 Senate Place, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of an Urban Enterprise Zone]; and

**WHEREAS**, the Entity plans to construct a five and one-half (5½) story mixed use building with approximately two hundred sixty-six (266) market rate residential rental units, five thousand five hundred sixty-seven (5,567) square feet of commercial retail space, one hundred twenty-eight (128) parking spaces, and nineteen thousand five hundred eighty-four (19,584) square feet of additional commercial parking space; [Project]; and

**WHEREAS**, on May 21, 2012, the Project received site plan approval from the Planning

Board; and

**WHEREAS**, on December 11, 2013, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2014, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$15,417, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$520,369;
2. the Entity has paid the City the sum of \$436,727, and will pay the balance of \$ \_\_\_\_\_ as an affordable housing contribution pursuant to Ordinance 03-112;
3. it is expected that the Project will create approximately 100 new construction jobs and 47 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Marion Works Office Residential District, and will include the development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the

Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and

3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project

of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

Annual Gross Revenue for Condominium - The amount equal to the annual aggregate constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other

items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Senate Place Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 13-004, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist



Status and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Lease Up Period - Shall begin twelve months following Substantial Completion of the Project (Lease Up Date). During the Lease Up Period, the Entity shall pay the sum equal to the Minimum Annual Service Charge unless fully leased. The Lease Up Period for the Project expires 12 calendar months after the commencement of the Lease Up Date.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$15,417.29; (b) the sum of \$520,369 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project [during Lease Up Period, if applicable], and in the years in which Substantial Completion occurs and this Agreement terminates [Minimum Annual Service Charge for condominium is based on initial assessed value].

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvii. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service

fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xviii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xix. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xx. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxi. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the

Official Tax Assessor's Map of the City as: Block 7807, Lot 22, more commonly known by the street address 25 Senate Place, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

## **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

## **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a five and one-half (5½) story mixed use building with approximately two hundred sixty-six (266) market rate residential rental units, five thousand five hundred sixty-seven (5,567) square feet of commercial retail space, one hundred twenty-eight (128) parking spaces, and nineteen thousand five hundred eighty-four (19,584) square feet of additional commercial parking space; all of which is specifically described in the Application attached hereto as Exhibit 3.

## **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

## **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

## **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any

mortgage amortization.

### **Section 2.7 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

## **ARTICLE III - DURATION OF AGREEMENT**

### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2014, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project or \_\_\_\_20\_\_\_\_. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

## **ARTICLE IV - ANNUAL SERVICE CHARGE**

### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely

pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

- i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;
- ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 6th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 10th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iv. Stage Four: Beginning on the 1st day of the 10th year following Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.
- v. Final Stage: Beginning on the 1st day of the 13th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing,

such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as one (1%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$436,727 or [\$1,500 per unit and \$1.50 per square foot of commercial retail and commercial parking space] as a contribution.

The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments

thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

#### **Section 4.8 Additional Material Conditions**

The Entity agrees to construct an early childhood education facility on the ground floor of the Project subject to approval by the Jersey City Board of Education. This Tax Exemption will terminate if construction of the early childhood education facility is not completed and all necessary approvals for use and operation have not been secured within thirty-six (36) months after adoption of the within Ordinance. The Entity shall maintain the early childhood education facility as a school for the duration of the term of this Tax Exemption as set forth in this Financial Agreement. If at any point the Entity ceases to use, offer or maintain the Early Childhood Education Center, the Tax Exemption shall terminate.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

### **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

#### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

#### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of

such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in



the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall

pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership

or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable

diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or complete construction of an early childhood education facility as outlined in Section 4.8, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any

other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering

a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

#### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

#### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Senate Place Urban Renewal, LLC  
30 Montgomery Street - 13<sup>th</sup> Floor  
Jersey City, NJ 07302  
Attn:

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict



between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

## **ARTICLE XIX - EXHIBITS**

### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial [Rents or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**SENATE PLACE URBAN RENEWAL, LLC**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
**ACTING BUSINESS ADMINISTRATOR**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the \_\_\_ day of \_\_\_, 20\_\_\_, between the **CITY OF JERSEY CITY** [City] and **SENATE PLACE URBAN RENEWAL, LLC**, having its principal office at 30 Montgomery Street, 13<sup>th</sup> Floor, Jersey City, NJ 07302. Recipient agrees as follows:

### I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street – 1<sup>st</sup> Floor, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
4. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
5. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. "Local Business" means a bona fide business located in Jersey City.
7. Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.
8. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as

follows:

- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
- 9. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
  - 10. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
  - 11. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
  - 12. "Project or Project Site" means the specific work location or locations specified in the contract.
  - 13. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
  - 14. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
  - 15. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

16. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
17. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
18. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
19. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
20. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## II. Purpose:

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## III. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI, 2., A-J (Permanent Jobs).

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one

(51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_, approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

**1. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

**1. Subcontractor Notification** -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before

said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site

to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

## **2. Business Contracting**

Good Faith shall mean compliance with all of the following conditions:

### **1) Solicitation of Businesses:**

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) **Semi-Annual Purchasing Reports:** The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) **No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:**

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

## **3. Summation of Documentation Needed For Compliance with Agreement**



1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
4. Documentation of Bid Submission (Appendix D2)
5. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
6. Example of Bi-Weekly Site Visit Report (Appendix I)
7. Example of Documentation of Hiring Plan (Appendix J)
8. Example of Semi-Annual Employment Report (Appendix K)
9. Example of Semi-Annual Purchasing Report (Appendix L)

## **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine

whether the alleged violation has occurred.

7. **Determination of Violation:** The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- c) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes.

#### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

#### **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Senate Place Urban Renewal, LLC  
30 Montgomery Street - 13<sup>th</sup> Floor  
Jersey City, NJ 07302

and

Scarinci Hollenbeck  
802 West Park Avenue - Suite 222  
Ocean, New Jersey 07712  
Att: Donald M. Pepe, Esq.

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street - 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

#### **XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

#### **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

Notwithstanding anything in this Agreement to the contrary, if the Recipient has entered into a Project Labor Agreement with a Labor Organization, then any and all sections of this Agreement pertaining to construction jobs and the construction portion of any Project, are null and void and may be disregarded by the Recipient. In the event the Recipient has entered into a Project Labor Agreement, then this Agreement shall become effective upon Substantial Completion of the Project.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Acting Business Administrator**

**WITNESS:**

**SENATE PLACE URBAN RENEWAL, LLC**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

# **SENATE PLACE URBAN RENEWAL, LLC**

## **Tax Abatement Application to The City of Jersey City**

Submitted to: Jersey City Tax Abatement Committee  
c/o Muhammed Akil, Chief of Staff  
30 Montgomery Street  
Jersey City, NJ 07302

By: Donald M. Pepe, Esq.  
On behalf of Senate Place Urban Renewal, LLC  
c/o Scarinci Hollenbeck  
802 West Park Avenue, Suite 222  
Ocean, NJ 07712

Date: December 11, 2013 (last revised February 7, 2014)

CERTIFIED APPLICATION TO THE CITY OF JERSEY CITY  
FOR LONG TERM TAX EXEMPTION  
OF  
SENATE PLACE URBAN RENEWAL, LLC

In compliance with the Executive Order of the Mayor of the City of Jersey City 02-003, as amended and supplemented, the Applicant herewith submits the following information in support of its application for a Long Term Tax Exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. §40:20-1 et seq.

"Applicant":

Senate Place Urban Renewal, LLC  
30 Montgomery Street, 13<sup>th</sup> Floor  
Jersey City, NJ 07302

"Property":

25 Senate Place  
Block 7807, Lot 22  
Jersey City, New Jersey

"Development":

Senate Place Urban Renewal, LLC  
5-1/2 story, 65' mixed use building with  
266 residential units and approx. 5,000  
sq. ft. of commercial/retail space

Applicant's Attorney:

Donald M. Pepe, Esq.  
Scarinci Hollenbeck  
802 West Park Avenue  
Suite 222  
Ocean, New Jersey 07712

### LIST OF EXHIBITS

A.	Survey of Property
B.	Site Plan & Architectural Renderings
B-1.	Resolution P13-014
C.	Description of Leases
D.	Annual Gross Revenue Computation
E.	Certified Estimate of Total Project Cost
F.	Applicant's Certification Regarding Project Construction
G.	Proposed Financial Agreement
H.	Project Employment And Contracting Agreement
I.	Certificate of Formation
J.	Ownership Disclosure Statement
K.	Certification Regarding Compliance With Laws
L.	Corporate Resolution
M.	Certification of Diligent Inquiry

## APPLICATION

### 1. Identification of the Property:

The Property is located at 25 Senate Place, Jersey City, New Jersey and is identified on the Jersey City Tax Maps as Lot 22 in Block 7807. A survey of the land on which the Development is located is attached hereto as Exhibit A. For further context, the approved Site Plans and associated architectural renderings for the Development are attached hereto as Exhibit B. The Property is located within the Marion Works Office/Residential District, in which the proposed uses are permitted. The Property is located in Ward C and has been designated as part of the Jersey City Urban Enterprise Zone pursuant to Jersey City Code §323-1.

### 2. Type of Development:

The Property is currently vacant. On May 21, 2012, the Applicant, Senate Place Urban Renewal, LLC, received Preliminary and Final Major Site Plan Approval with "C" Variance from the Planning Board of the City of Jersey City (Case No. P13-014) for the purpose of developing the Property with a five and one-half (5 1/2 ) story, sixty-five foot (65') mixed use building with two hundred sixty six (266) residential units, approximately 5,000 square feet of commercial/retail space and 128 parking spaces. The Resolution granting approval was memorialized on June 18, 2013 and a copy of same is attached hereto as Exhibit B-1. A breakdown of the proposed residential units is as follows:

Unit Type	Unit Count
Studio	63
1 bedroom	75
1 bedroom w/den	10
Suite	51
Duplex 1 bedroom w/terrace	21
Duplex 1 bedroom w/den & terrace	17
Duplex 2 bedroom w/terrace	25
Duplex 2 bedroom w/den & terrace	4

A Description of Residential Leases and Good Faith Estimate of Initial Rents is attached as Exhibit C.

### 3. Type of Abatement Requested:

Senate Place Urban Renewal, LLC is currently seeking a Long Term Tax Exemption based on the location of the Property within Tier 2 and a buy-up to



facility on the first floor thereof as approved by the New Jersey State Board of Education ("NJBOA") in accordance with the requirements promulgated by the NJBOA, or (b) payment of a trust fund contribution equal to 1.5% of the gross construction cost for the Development, or \$339,699, the final election of which shall be made prior to the issuance of the first certificate of occupancy (or temporary certificate of occupancy) for the Project or if no such election is made, the Annual Service Charge shall be based on a Tier 2 assessment as more fully set forth in the Financial Agreement. The proposed Annual Service Charge based on a Tier 3 assessment is 10% of Annual Gross Revenue for the residential units which translates to \$520,369 annually or \$1,956 per unit. The 5,000 square feet of retail space will be assessed in accordance with the provisions of Tier 6 at 10% of Annual Gross Revenue of \$75,204 which translates to \$7,524 annually for a total, combined Annual Service Charge of \$527,893. The complete calculation for the Annual Service Charge is set forth in Exhibit D.

4. Term of Abatement:

The term of the tax exemption being requested by the Applicant is twenty (20) years from the date of substantial completion of the Development. The "buy-up" from Tier 2 to Tier 3 shall require construction and operation of an early childhood educational facility on the first floor of the Project as approved by the New Jersey State Board of Education ("NJBOA") in accordance with the requirements promulgated by the NJBOA, or (b) payment of a trust fund contribution equal to 1.5% of the gross construction cost for the Development, or \$339,699, the final election of which shall be made prior to the issuance of the first certificate of occupancy (or temporary certificate of occupancy) for the Project or if no such election is made, the term of the tax exemption shall be ten (10) years from the date of substantial completion of the Development based on a Tier 2 assessment as more fully set forth in the Financial Agreement.

5. Estimated Total Cost of Development:

The estimated Total Project Cost for the Development is \$38,446,473, including \$22,646,614 in building and related site improvement costs, land costs, soft costs construction loan interest and construction loan costs as more fully set forth on Exhibit E, including an estimate of construction costs signed and sealed by Applicant's architect.

6. Financing Structure:

The Development is financed by capital provided by the members of Senate Place Urban Renewal, LLC and construction loan funding provided by TD Bank, NA.

7. Annual Gross Revenue and Expenses:

A schedule of projected Annual Gross Revenue and Expenses is attached hereto as Exhibit D.

8. Construction Schedule :

Construction of the proposed development is schedule to commence immediately upon receipt of the outcome of this applications and is anticipated that construction will be complete within eighteen (18) months of starting, subject to modifications based on delays in issuing permits from local, state and federal governmental agencies. Attached hereto as Exhibit F is Applicant's certification that construction of the Project has not commenced and will not commence until Applicant has received final approval on this Application and a mutually agreeable form of Financial Agreement has been executed.

9. Fair Market Value:

The current assessment for the Property as vacant land is \$5,998,000.

10. Current Real Estate Tax Status:

The total tax payment for the Property for 2013 is \$15,417. All existing property taxes have been paid in full and current as of the date of this revised application.

11. Estimated Jobs to be created:

Based on the Applicant's past experience in the City and the projected scope of work at the Development, it is anticipated that the Development will generate approximately 100 full time equivalent construction jobs and 47 full time equivalent permanent jobs. The anticipated permanent jobs will consist of the following:

SEE TABLE ON FOLLOWING PAGE

	JOB DESCRIPTION/TITLE	ESTIMATED NUMBER OF POSITIONS
1.	Retail Manager	3
2.	Retail Assistant Manager	6
3.	Retail Clerks	10
4.	Gym Manager	1
5.	Gym Assistant Manager	1
6.	Gym Trainer	2
7.	Building Manager	1
8.	Building Assistant Manager	2
9.	Building Concierge	2
10.	Building Maintenance	4
11.	Building Desk Attendant	4
12.	Early Learning Manager	1
13.	Early Learning Ass. Manager	2
14.	Early Learning Teaching Staff	4
15.	Early Learning Assistants	4
	Total	47

Attached hereto as Exhibit H is a form of Project Employment and Contracting Agreement for the Project.

12. Compliance with State and Local Redevelopment Laws:

With the submission and signing of this application, the Applicant certifies that the Development is located in the Marion Works Office/Residential District and is part of a designated Urban enterprise Zone pursuant to Jersey City Code §323-1. A Certification from the Applicant that the Project meets the requirements of the laws of the State of New Jersey and the City of Jersey City is attached hereto as Exhibit K.

13. Form of Financial Agreement:

Attached as Exhibit G is a proposed form of Financial Agreement between the Applicant and the City of Jersey City based on a form provided by the City.

14. Certificate of Formation:

Attached as Exhibit I is a copy of the Certificate of Formation as an Urban Renewal Entity for the Applicant.

15. Affordable Housing Contribution:

An affordable housing contribution in the amount of \$406,500 (266 units x \$1,500 per unit (\$399,000) plus \$1.50 per square foot of commercial space x

An affordable housing contribution in the amount of \$435,876 (266 units x \$1,500 per unit = (\$399,000); plus \$1.50 per square foot of commercial retail space x 5,000 sf = (\$7,500); plus \$1.50 per square foot of revenue generating parking x 18 x 8 ½ = 153 sf per space x 128 spaces = (\$29,376) will be in accordance with the provisions of Jersey City Code §304-28, et seq.

16. Fee:

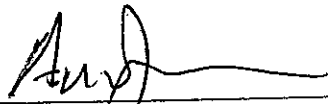
A fee of \$9,500 associated with this application has been received by the City of Jersey City.

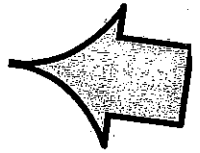
17. Certification of Diligent Inquiry:

A certification on behalf of the Applicant attesting to the accuracy of the information contained in the Application made after diligent inquiry is attached hereto as Exhibit M.

Respectively submitted:

SENATE PLACE URBAN RENEWAL, LLC

By:   
Name: Art Johnson  
Title: Managing Member



**EXHIBIT A**  
**SURVEY OF PROPERTY**

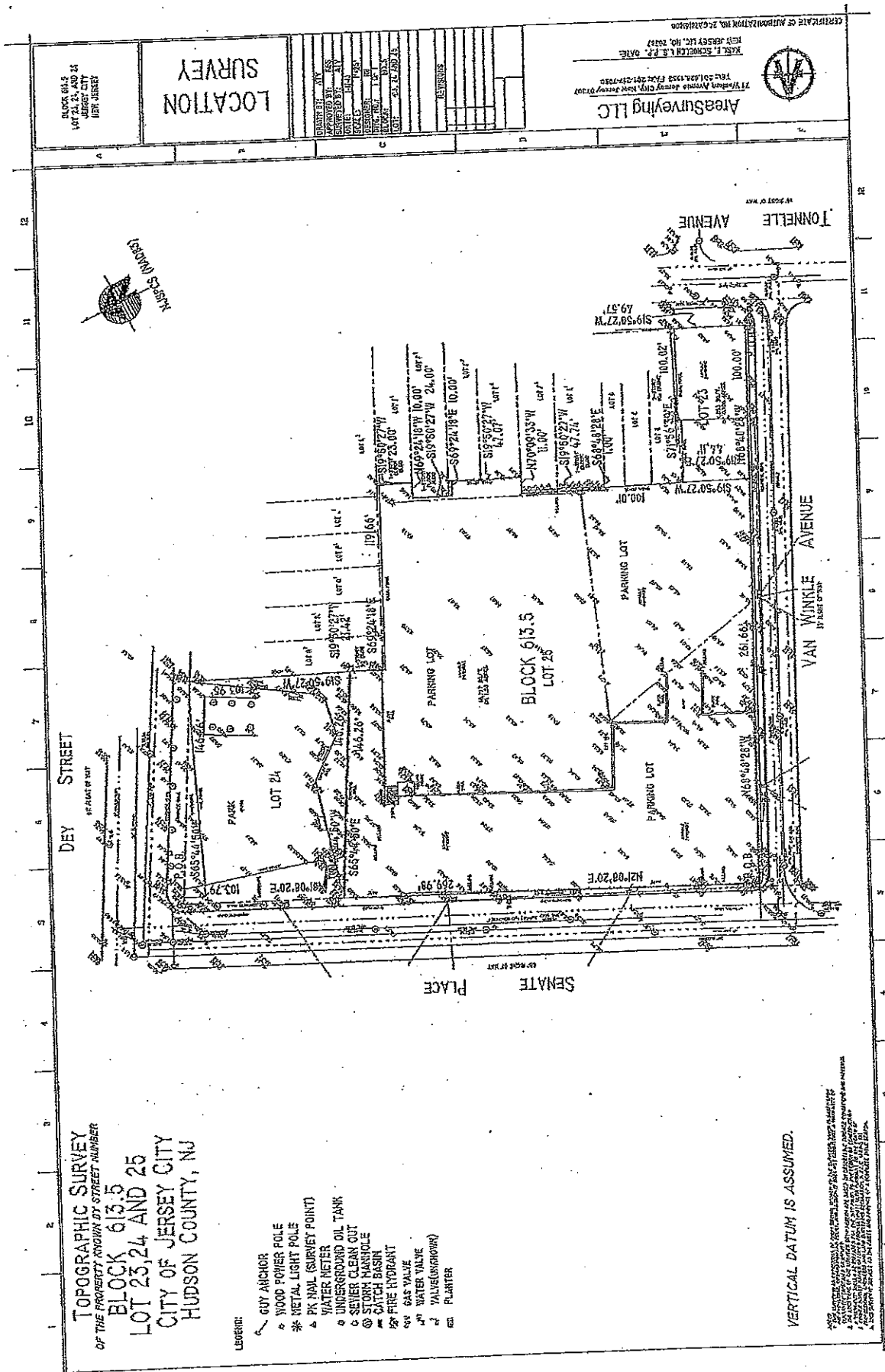
**Address:**     The property is located at 25 Senate Place, Jersey City, New Jersey and identified on the Jersey City Tax Maps as Block 7807, Lot 22. A Survey of the Property is attached hereto.

## DEY STREET

BLOCK 613.5  
LOT 23,24 AND 25  
CITY OF JERSEY CITY  
HUDSON COUNTY, NJ

- Legend:
- Ⓐ GUY ANCHOR
  - Ⓢ WOOD POWER POLE
  - \* METAL LIGHT POLE
  - △ PK NAIL (SURVEY POINT)
  - Ⓐ WATER METER
  - Ⓐ UNDERGROUND OIL TANK
  - Ⓐ SEWER CLEAN OUT
  - Ⓢ STORM MANHOLE
  - Ⓢ CATCH BASIN
  - Ⓢ FIRE HYDRANT
  - Ⓢ GAS VALVE
  - Ⓢ WATER VALVE
  - Ⓢ VALVE(UNDERGROUND)
  - Ⓢ PLANTER

VERTICAL DATUM IS ASSUMED.



LOCATION  
SURVEY

9 LOCUS 613.5  
40723, 22, AND 25  
JERSEY CITY  
NEW JERSEY

Area Surveying LLC  
11 Westwood Avenue Jersey City, New Jersey 07310  
Tel: 201.462.1952 Fax: 201.474-7080  
KATE F. SCHWELLEN, L.S.P., O.A.S.  
REY JENSEN, L.C., NO. 20367  
1109 W. 26th St. Jersey City, NJ 07310



## EXHIBIT B

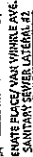
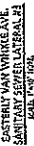
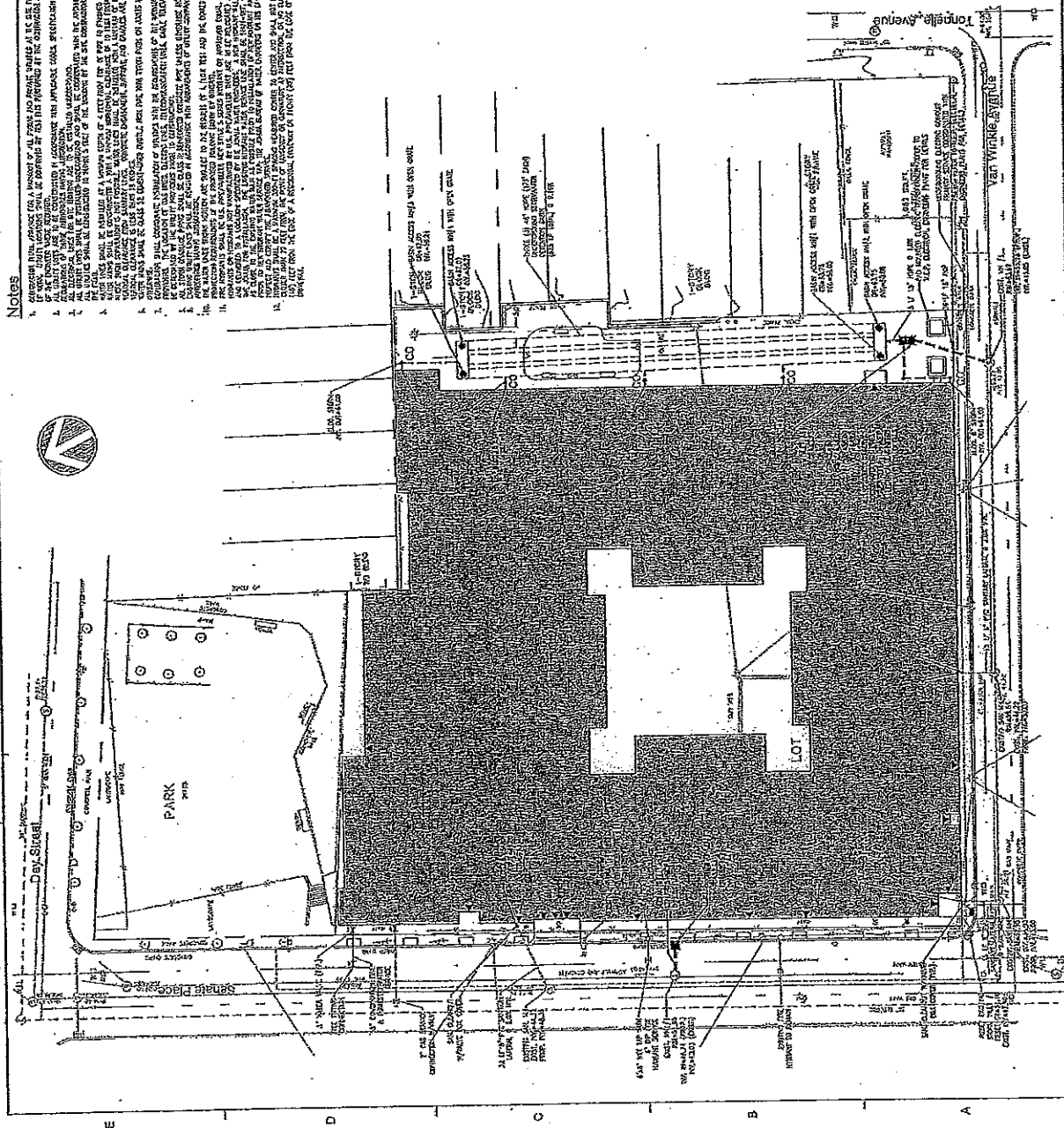
### APPROVED SITE PLAN & ARCHITECTURAL RENDERINGS





THE FINEST OF THE DANCE.

FINAL FOR SEWER' DESIGN-10/01/13

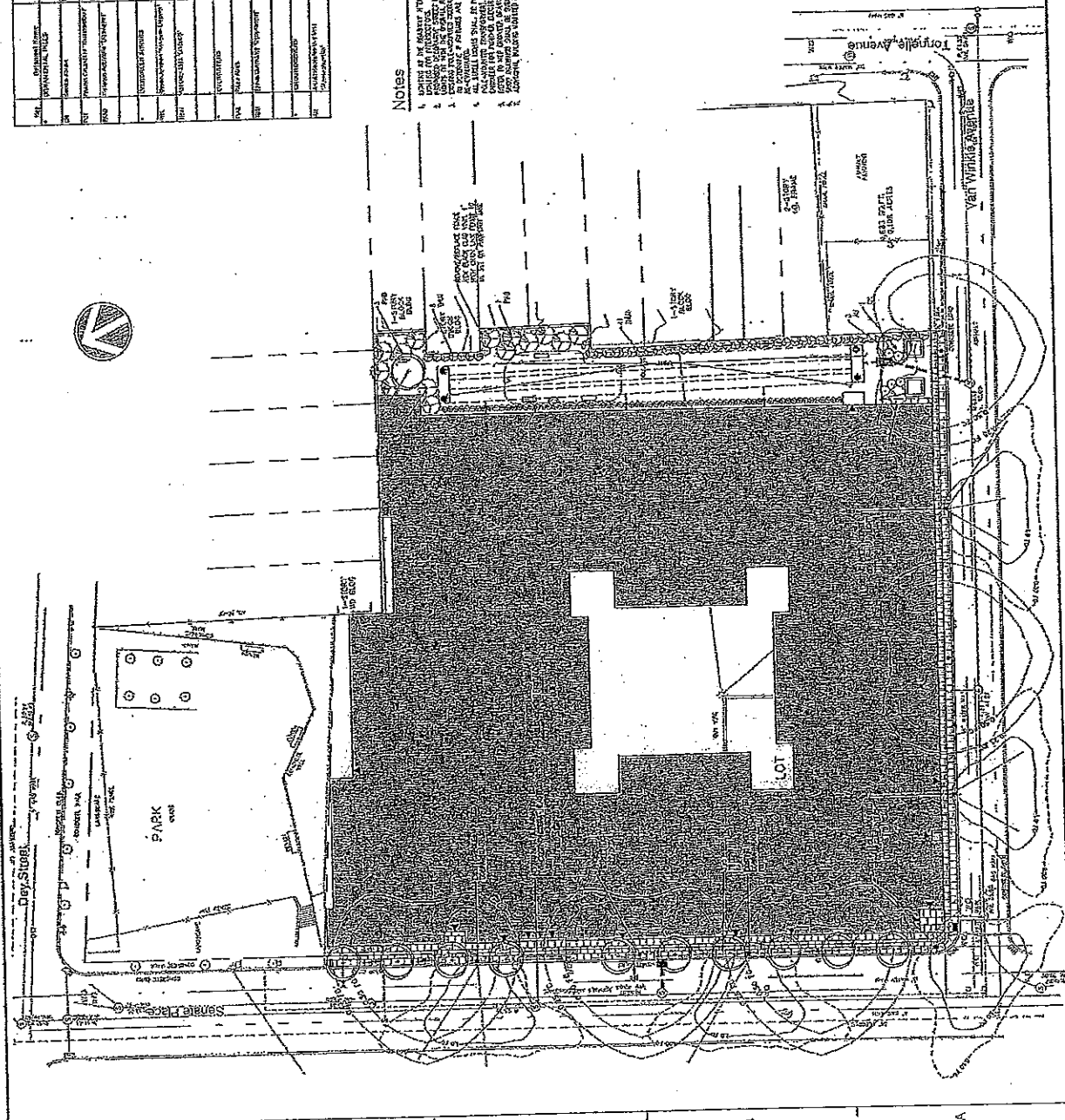
[illegible]

**FINAL FOR SEWER DESIGN-10/01/13**

[illegible]

## Notes

- THEY ARE NOT THE ONLY PEOPLE WHO HAVE BEEN AFFECTED BY THE CRISIS. THE CRISIS HAS ALSO AFFECTED THE LIVES OF MILLIONS OF PEOPLE WHO ARE NOT DIRECTLY INVOLVED IN THE CRISIS. THE CRISIS HAS ALSO AFFECTED THE LIVES OF MILLIONS OF PEOPLE WHO ARE NOT DIRECTLY INVOLVED IN THE CRISIS. THE CRISIS HAS ALSO AFFECTED THE LIVES OF MILLIONS OF PEOPLE WHO ARE NOT DIRECTLY INVOLVED IN THE CRISIS.



2. 1 DAY

- |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |    |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----|
| 2004-2010 | 2010-2015 | 2015-2020 | 2020-2025 | 2025-2030 | 2030-2035 | 2035-2040 | 2040-2045 | 2045-2050 | 2050-2055 | 2055-2060 | 2060-2065 | 2065-2070 | 2070-2075 | 2075-2080 | 2080-2085 | 2085-2090 | 2090-2095 | 2095-2100 | 2100-2105 | 2105-2110 | 2110-2115 | 2115-2120 | 2120-2125 | 2125-2130 | 2130-2135 | 2135-2140 | 2140-2145 | 2145-2150 | 2150-2155 | 2155-2160 | 2160-2165 | 2165-2170 | 2170-2175 | 2175-2180 | 2180-2185 | 2185-2190 | 2190-2195 | 2195-2200 | 2200-2205 | 2205-2210 | 2210-2215 | 2215-2220 | 2220-2225 | 2225-2230 | 2230-2235 | 2235-2240 | 2240-2245 | 2245-2250 | 2250-2255 | 2255-2260 | 2260-2265 | 2265-2270 | 2270-2275 | 2275-2280 | 2280-2285 | 2285-2290 | 2290-2295 | 2295-2300 | 2300-2305 | 2305-2310 | 2310-2315 | 2315-2320 | 2320-2325 | 2325-2330 | 2330-2335 | 2335-2340 | 2340-2345 | 2345-2350 | 2350-2355 | 2355-2360 | 2360-2365 | 2365-2370 | 2370-2375 | 2375-2380 | 2380-2385 | 2385-2390 | 2390-2395 | 2395-2400 | 2400-2405 | 2405-2410 | 2410-2415 | 2415-2420 | 2420-2425 | 2425-2430 | 2430-2435 | 2435-2440 | 2440-2445 | 2445-2450 | 2450-2455 | 2455-2460 | 2460-2465 | 2465-2470 | 2470-2475 | 2475-2480 | 2480-2485 | 2485-2490 | 2490-2495 | 2495-2500 | 2500-2505 | 2505-2510 | 2510-2515 | 2515-2520 | 2520-2525 | 2525-2530 | 2530-2535 | 2535-2540 | 2540-2545 | 2545-2550 | 2550-2555 | 2555-2560 | 2560-2565 | 2565-2570 | 2570-2575 | 2575-2580 | 2580-2585 | 2585-2590 | 2590-2595 | 2595-2600 | 2600-2605 | 2605-2610 | 2610-2615 | 2615-2620 | 2620-2625 | 2625-2630 | 2630-2635 | 2635-2640 | 2640-2645 | 2645-2650 | 2650-2655 | 2655-2660 | 2660-2665 | 2665-2670 | 2670-2675 | 2675-2680 | 2680-2685 | 2685-2690 | 2690-2695 | 2695-2700 | 2700-2705 | 2705-2710 | 2710-2715 | 2715-2720 | 2720-2725 | 2725-2730 | 2730-2735 | 2735-2740 | 2740-2745 | 2745-2750 | 2750-2755 | 2755-2760 | 2760-2765 | 2765-2770 | 2770-2775 | 2775-2780 | 2780-2785 | 2785-2790 | 2790-2795 | 2795-2800 | 2800-2805 | 2805-2810 | 2810-2815 | 2815-2820 | 2820-2825 | 2825-2830 | 2830-2835 | 2835-2840 | 2840-2845 | 2845-2850 | 2850-2855 | 2855-2860 | 2860-2865 | 2865-2870 | 2870-2875 | 2875-2880 | 2880-2885 | 2885-2890 | 2890-2895 | 2895-2900 | 2900-2905 | 2905-2910 | 2910-2915 | 2915-2920 | 2920-2925 | 2925-2930 | 2930-2935 | 2935-2940 | 2940-2945 | 2945-2950 | 2950-2955 | 2955-2960 | 2960-2965 | 2965-2970 | 2970-2975 | 2975-2980 | 2980-2985 | 2985-2990 | 2990-2995 | 2995-3000 | 3000-3005 | 3005-3010 | 3010-3015 | 3015-3020 | 3020-3025 | 3025-3030 | 3030-3035 | 3035-3040 | 3040-3045 | 3045-3050 | 3050-3055 | 3055-3060 | 3060-3065 | 3065-3070 | 3070-3075 | 3075-3080 | 3080-3085 | 3085-3090 | 3090-3095 | 3095-3100 | 3100-3105 | 3105-3110 | 3110-3115 | 3115-3120 | 3120-3125 | 3125-3130 | 3130-3135 | 3135-3140 | 3140-3145 | 3145-3150 | 3150-3155 | 3155-3160 | 3160-3165 | 3165-3170 | 3170-3175 | 3175-3180 | 3180-3185 | 3185-3190 | 3190-3195 | 3195-3200 | 3200-3205 | 3205-3210 | 3210-3215 | 3215-3220 | 3220-3225 | 3225-3230 | 3230-3235 | 3235-3240 | 3240-3245 | 3245-3250 | 3250-3255 | 3255-3260 | 3260-3265 | 3265-3270 | 3270-3275 | 3275-3280 | 3280-3285 | 3285-3290 | 3290-3295 | 3295-3300 | 3300-3305 | 3305-3310 | 3310-3315 | 3315-3320 | 3320-3325 | 3325-3330 | 3330-3335 | 3335-3340 | 3340-3345 | 3345-3350 | 3350-3355 | 3355-3360 | 3360-3365 | 33 |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----|

### Standard For Dust Control

[illegible]Hudson-Essex-Passaic County  
Soil Erosion and Sediment Control Notes

- [illegible]

### Erosion Control Construction Specifications

- [illegible]

24301658CPC  
WINDY HILL  
MAYO MI CONDOMINIO  
INCL 31/27  
STO ALVARADO 66  
24301659CPC  
CALLE DEL PUEBLO

PRELIMINARY & FINAL  
MAJOR SITE PLAN FOR  
25 SENATE PLACE  
Lot 1 & 22 Block 2002  
County of Santa Clara, City of San Jose  
City and County of San Jose  
County of Santa Clara, City of San Jose

Mario Lennette, P.E.  
1101 Jerry Lapse Dr. G4149

GRAPHIC SCALE

No.	Date	Particulars
1	1-2-13	100
2	10-1-13	100
3	10-2-13	100
4	10-3-13	100
5	10-4-13	100
6	10-5-13	100
7	10-6-13	100
8	10-7-13	100
9	10-8-13	100
10	10-9-13	100
11	10-10-13	100
12	10-11-13	100
13	10-12-13	100
14	10-1-14	100
15	10-2-14	100
16	10-3-14	100
17	10-4-14	100
18	10-5-14	100
19	10-6-14	100
20	10-7-14	100
21	10-8-14	100
22	10-9-14	100
23	10-10-14	100
24	10-11-14	100
25	10-12-14	100
26	10-1-15	100
27	10-2-15	100
28	10-3-15	100
29	10-4-15	100
30	10-5-15	100
31	10-6-15	100
32	10-7-15	100
33	10-8-15	100
34	10-9-15	100
35	10-10-15	100
36	10-11-15	100
37	10-12-15	100
38	10-1-16	100
39	10-2-16	100
40	10-3-16	100
41	10-4-16	100
42	10-5-16	100
43	10-6-16	100
44	10-7-16	100
45	10-8-16	100
46	10-9-16	100
47	10-10-16	100
48	10-11-16	100
49	10-12-16	100
50	10-1-17	100
51	10-2-17	100
52	10-3-17	100
53	10-4-17	100
54	10-5-17	100
55	10-6-17	100
56	10-7-17	100
57	10-8-17	100
58	10-9-17	100
59	10-10-17	100
60	10-11-17	100
61	10-12-17	100
62	10-1-18	100
63	10-2-18	100
64	10-3-18	100
65	10-4-18	100
66	10-5-18	100
67	10-6-18	100
68	10-7-18	100
69	10-8-18	100
70	10-9-18	100
71	10-10-18	100
72	10-11-18	100
73	10-12-18	100
74	10-1-19	100
75	10-2-19	100
76	10-3-19	100
77	10-4-19	100
78	10-5-19	100
79	10-6-19	100
80	10-7-19	100
81	10-8-19	100
82	10-9-19	100
83	10-10-19	100
84	10-11-19	100
85	10-12-19	100
86	10-1-20	100
87	10-2-20	100
88	10-3-20	100
89	10-4-20	100
90	10-5-20	100
91	10-6-20	100
92	10-7-20	100
93	10-8-20	100
94	10-9-20	100
95	10-10-20	100
96	10-11-20	100
97	10-12-20	100
98	10-1-21	100
99	10-2-21	100
100	10-3-21	100

# SOIL EROSION AND SEDIMENT CONTROL PLAN

PAR:COL ID: 50055140

1010

ANALYST.

**EXHIBIT B-1**  
**APPROVAL RESOLUTION**

RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY

APPLICANT: SENATE PLACE URBAN RENEWAL, LLC  
FOR: PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL  
WITH "C" VARIANCE.  
25 SENATE PLACE, JERSEY CITY, NEW JERSEY  
BLOCK 7807, LOT 22  
CASE NO.: P13-014

WHEREAS, the Applicant, SENATE PLACE URBAN RENEWAL, LLC, (the Applicant), per Connell Foley, LLP, (James C. McCann, Esq., appearing) made application to the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey for Preliminary and Final Major Site Plan with "c" variances pursuant to N.J.S.A 40:55D-70(o) (rear yard setback), to wit: Calendar No. P13-014, for the purpose of developing the property with a five and one-half (5 ½) story, sixty-five foot (65') mixed use building with two hundred sixty six (266) residential units and approximately 5,000 square feet of commercial/retail space on the property located on 25 Senate Place, Jersey City, New Jersey, and identified on the Jersey City Tax Maps as 7807, Lot 22; and

WHEREAS, it appears that due notice of a hearing on the above said application before the Planning Board of the City of Jersey City, on May 21, 2012 at 7:30 p.m., was duly published as prescribed in the Jersey City Land Development Ordinance and the Municipal Land Use Law; and

WHEREAS, the Applicant has submitted proof that it has complied with the applicable procedural requirements including the payment of fees and public notices; and

WHEREAS, the Applicant and its witnesses first having been sworn and all testimony having been formally heard for this application; and

WHEREAS, after consideration of the application and the testimony presented at the meeting, the Planning Board has made the following findings of fact:



### FINDINGS OF FACT

1. Senate Place Urban Renewal, LLC made an application to the Jersey City Planning Board for Preliminary and Final Major Site Plan approval with a variance pursuant to N.J.S.A 40:55D-70(c) (rear yard setback) in connection with the proposed development of a five and half (5 1/2) story sixty five (65) foot mixed use building with two hundred sixty six (266) residential units and approximately 5,000 square feet of commercial/retail space on the property located at 25 Senate Place, Jersey City, New Jersey, and identified on the Jersey City Tax Maps as 7807, Lot 22.

2. The subject Property is located along Senate Place and Van Winkel Avenue within the Marion Works Office/Residential District ("MWORD"). The current zoning allows mid-rise apartment buildings as a permitted principal use.

3. As set forth in the Jersey City Land Development Ordinance (the "Jersey City Land Development Ordinance"), the area encompassed by the MWORD is an older Industrial District located at the periphery of the Journal Square community. The purpose of MWORD is to "encourage the redevelopment, rehabilitation and conversion of older industrial structures in the area to higher intensity residential and mixed-use buildings, and the construction of new residential and mixed-use buildings on vacant and underutilized land". The proposed development will provide for a permitted use consistent with the Jersey City Land Development Ordinance, the Master Plan and the MWORD, and the bulk and scale of the development is compatible with the existing neighborhood development.

4. As part of the application, the Applicant is seeking a variance for relief from the 30 foot rear yard set back requirement contained in Section 346-50A, D, 6C of the Marion Works Office/Residential District to allow for a rear yard set back that is 26.5 feet and for any other variances, waivers and/or exceptions that the Planning Board shall deem necessary in connection with this application.

5. The request for the relief from the minimum rear yard set back requirement is diminished in as much as the 26.5 foot proposed set back serves and accomplishes the same purpose as the 30 foot set back requirement. Moreover, due to the fact the property is irregularly shaped the 26.5 foot set back is only present at the narrowest areas of the rear yard while at other areas, the rear yard is almost 36 feet. Additionally, by allowing the 26.5 foot rear yard set back it permits the Applicant to set the front of the building back 3.5 feet



which creates the public sidewalk in front of the building that will be approximately 9.5 feet wide instead of approximately 6 feet wide; therefore, the benefits of providing the 26.5 foot rear yard set back outweigh any detriments. Any de minimus impact from the 26.5 foot rear yard set back is mitigated by the fact that the rear yard will be landscaped by the applicant and all of the adjacent properties also have rear yards.

6. The proposed development and requested variances are appropriate for the development of the property and are consistent with the objectives and policies of the MWORD. The variance will not cause a substantial detriment to the public good, or impair the intent and purpose of the MWORD, the Jersey City Zoning Plan or the Jersey City Land Development Ordinance. The proposed development qualifies for development bonuses under Section 345-50A.14A.IV of the MWORD because the Applicant's predecessor in title constructed a 15,000 sq ft park on Block 7807, Lot 2 and dedicated it to the City of Jersey City as a public park. The density bonus which initially in place at 115 dwelling units per acre pursuant to city ordinance 10-037 at the time the park was approved was increased to 150 dwelling units per acre by city ordinance 12-016 to accommodate smaller dwelling units; however, the requirements to qualify for the bonus did not change or place any additional requirements upon the developer of the park; therefore, the Project is entitled to bonus set forth in city ordinance 12-016.

NOW, THEREFORE, BE IT RESOLVED that the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for the foregoing reasons, approves the within application for Preliminary and Final Major Site Plan with variances pursuant to N.J.S.A 40:55D-70(c) (rear yard setback), to wit: Calendar No. P13-014, in connection with the development of five (5) story mixed use building with two hundred sixty six (266) residential units and approximately 5,000 square feet of commercial/retail space located at 25 Senate Place, Jersey City, New Jersey, also known on the Jersey City Tax Maps as 7807, Lot 22, in accordance with the plans and testimony submitted to the Planning Board of the City of Jersey City in accordance with the submitted plans and testimony that are incorporated herein, subject to the following conditions:

1. The Applicant shall work with all review agents to address the comments set forth in the April 29, 2013 memorandum of the Jersey City Engineering Dept.; provided however, the Applicant shall only be required to mill and pave beyond the center line of the street if there is an ordinance in place as of the date of this resolution, adopted pursuant to N.J.S.A 40:55(D)-

42, requiring the Applicant to pave curb line to curb line.

2. The Applicant will work with the Division of Planning to locate and install exterior bike racks on project site.


---


APPLICANT: SENATE PLACE URBAN RENEWAL, LLC.  
FOR: PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL  
WITH "C" VARIANCE  
25 SENATE PLACE, JERSEY CITY, NEW JERSEY  
BLOCK 7807, LOT 22  
CASE NO.: P13-014  
VOTE: 8-0

COMMISSIONER: YES NO ABSTAIN

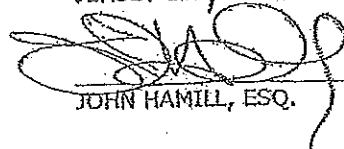
Michael A. Ryan, Chairman  
Roseanna Petruzzelli, Vice Chairwoman  
Edwardo Torres, Commissioner  
Michael Sims, Commissioner  
James P. McNell, Commissioner  
Robert McPherson, Commissioner  
Karen McIntyre, Commissioner  
Dr. Orlando Gonzalez, Commissioner

X  
X  
X  
X  
X  
X  
X  
X

  
MICHAEL RYAN, CHAIRMAN  
JERSEY CITY PLANNING BOARD

  
ROBERT COTTER, SECRETARY  
JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM:

  
JOHN HAMILL, ESQ.

DATE OF HEARING:

May 21, 2013

DATE OF MEMORIALIZATION:

6/18/13

## EXHIBIT C

### DESCRIPTION OF RESIDENTIAL LEASES GOOD FAITH ESTIMATE OF INITIAL RENTS

1.	Name of Tenant	Various	
2.	Term of Lease	No less than 12 months each	
3.	Number of Apartments		
	Studio		63
	1 Bedroom		75
	1 Bedroom w/Den		10
	Suite		51
	Duplex 1 Bedroom w/Terrace		21
	Duplex 1 Bedroom w/ Den & Terrace		17
	Duplex 2 Bedrooms w/Terrace		25
	Duplex 2 Bedrooms w/ Den & Terrace		4
	Total		266
4.	Rent per Apartment	Annual	Monthly
	Studio	\$979,020	\$1295
	1 Bedroom	\$1,417,500	\$1575
	1 Bedroom w/Den	\$215,400	\$1795
	Suite	\$884,340	\$1445
	Duplex 1 Bedroom w/Terrace	\$466,200	\$1850
	Duplex 1 Bedroom w/ Den & Terrace	\$392,700	\$1925
	Duplex 2 Bedrooms w/Terrace	\$598,500	\$1995
	Duplex 2 Bedrooms w/ Den & Terrace	\$119,760	\$2495
5.	Total Rent	\$5,073,420	\$422,785
6.	Premium paid directly by tenant Annually		
a.	Fire & other insurance	None	
b.	Real Estate Taxes of Assessments on property in project	None	
c.	Operating and maintenance expenses ordinarily paid by tenant	Electric, AC and Gas	
7.	Renewal Option (Yes/No)		
a.	Number of Years	(1)	
b.	Renewal Rent	CPI/Market Rate	
8.	Special Features (step-up rents, etc.)	No	

# EXHIBIT D

## TOTAL ANNUAL GROSS REVENUE COMPUTATION

### ESTIMATED FISCAL PLAN

**Rental Income:** \$5,073,420

<u>Apartments</u>	<u>Units</u>	<u>Annual</u>
Studio	63 x <u>\$1295</u> x 12	\$979,020
1 Bedroom	75 x <u>\$1575</u> x 12	\$1,417,500
1 Bedroom w/Den	10 x <u>\$1795</u> x 12	\$215,400
Suites	51 x <u>\$1445</u> x 12	\$884,340
Duplex 1 Bedroom w/Terrace	21 x <u>\$1850</u> x 12	\$466,200
Duplex 1 Bedroom w/Den & Terrace	17 x <u>\$1925</u> x 12	\$392,700
Duplex 2 w/Terrace	25 x <u>\$1995</u> x 12	\$598,500
Duplex 2 Bedroom w/Den & Terrace	4 x <u>\$2495</u> x 12	\$119,760

**Total Potential Residential Income**

Retail Income	\$75,204.00
Other Income (Amenity Fees, etc.)	\$216,000.00
Parking Income	0
Total Gross Income	\$(160,938.72)
Vacancy (3%)	
Effective Gross Income	\$5,203,685.28 <i>Okay</i>

**Property, administrative and financial expenses:**

Payment in lieu of real estate taxes – 10% + 0.7%	\$572,405.35
Management Fee (5%)	\$268,234.25
Leasing Expenses	\$45,000.00
Repairs and maintenance	\$208,700.00
Insurance	\$104,500.00
Utilities	\$205,000.00
Labor – Payroll, Taxes & Benefits	\$171,108.00
Advertising/Marketing	\$25,000.00
Miscellaneous Operating Expenses	\$104,073.00
Reserves	\$46,550.00
Total Expenses	\$1,750,570.65

Net Operating Income (before Debt Service):	\$3,453,115.00
Debt Service (4.75% I/O pmt on Perm)	\$3,044,427

**NET OPERATING INCOME LESS DEBT SERVICE:** \$408,688.00

## ANNUAL GROSS REVENUE COMPUTATION

1.	Total Annual Gross Rental Income	\$5,364,624.00
2.	Real Estate Taxes and/or Assessment on Property *	\$ 572,405.35
3.	Insurance Premiums *	\$ 208,147.10
4.	Operating Maintenance or Repair Expenses *	

\*NJSA 40A:20-3(a) provides that "the financial agreement shall establish the method of computing gross revenue for the entity, and the method of determining insurance, operating and maintenance expenses paid by a tenant which are ordinarily paid by a landlord, which shall be included in gross revenue..."

<u>Total Annual Gross Rental</u>	<u>Units</u>	<u>Annual</u>
Studio	63 x <u>\$1295</u> x 12	\$979,020
1 Bedroom	75 x <u>\$1575</u> x 12	\$1,417,500
1 Bedroom w/Den	10 x <u>\$1795</u> x 12	\$215,400
Suites	51 x <u>\$1445</u> x 12	\$884,340
Duplex 1 Bedroom w/Terrace	21 x <u>\$1850</u> x 12	\$466,200
Duplex 1 Bedroom w/Den & Terrace	17 x <u>\$1925</u> x 12	\$392,700
Duplex 2 w/Terrace	25 x <u>\$1995</u> x 12	\$598,500
Duplex 2 Bedroom w/Den & Terrace	4 x <u>\$2495</u> x 12	\$119,760
Retail Income		\$75,204.00
Other Income (Amenity Fees, etc.)		\$216,000.00
<del>Parking Income</del>		0
Total Gross Income		\$(160,938.72)
Vacancy (3%)		
Effective Gross Income		\$5,203,685.28
Total		

5.	Annual Payment in Lieu of Taxes:	<u>10%</u>
----	----------------------------------	------------

EXHIBIT E

**Bodnar Architect & Associates**  
**52 Long Hill Road**  
**Long Valley, New Jersey 07853**

January 15, 2014

Mr. Donald M. Pepe  
Partner  
Scarinci Hollenbeck  
802 West Park Avenue, Suite 222  
Ocean, NJ 07712

Re: Senate Place Urban Renewal, LLC  
Estimated Total Project Cost Calculation

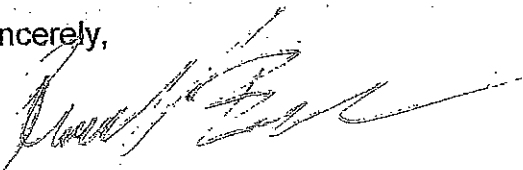
Dear Mr. Pepe,

Listed below is the breakdown of the Construction Cost for the project.

- Superstructure – Complete enclosure including Windows, Roof, Etc.: \$12,200,000
- Electric, HVAC, Plumbing, Fire Alarm and Intercom System: \$5,600,000
- Finishes: Sheetrock, Kitchens, Trim, Flooring, Painting, Etc.: \$4,726,614
- Exercise Equipment, Furniture, TVs, Etc.: \$120,000

Total Cost of Construction: \$22,646,614

Sincerely,



/Russell Bodnar

## EXHIBIT E

**ESTIMATED TOTAL PROJECT COST CALCULATION  
PER N.J.S.A. 40a:20-3(h)**

A.	Cost of land and improvements to Urban Renewal entity	\$ 6,038,500
B.	Architects, Engineers, surveying and Attorney Fees (paid or payable) in connection with the planning, construction and financing of the Project	\$1,100,000
C.	Projected construction cost per architect's estimate. Bids including site preparation [includes permits and hook-up fees]	\$22,646,614
D.	Insurance, interest, and finance costs during construction	\$4,428,796
E.	Cost of obtaining initial permanent financing	\$325,000
F.	Marketing and other expenses payable in connection with initial lease of units	\$674,388
G.	Real estate taxes and assessments during construction period	\$50,000
H.	Developer's overhead based on a percentage of (c) above, to be computed in accordance with percentage given in law N.J.S.A. 40A:20-3(h)	\$3,183,175
<b>TOTAL PROJECT COST.....</b>		<b>\$38,446,473</b>

The above information is hereby  
certified as accurate on this 15<sup>th</sup>  
day of January, 2014.

By:

Russell L. Bodnar

Name:

(Seal)



EXHIBIT F

APPLICANT'S CERTIFICATION REGARDING PROJECT CONSTRUCTION

The undersigned, on behalf of Senate Place Urban Renewal, LLC, hereby certifies that construction of the Project has not commenced and will not commence until Applicant has received final approval on its application for approval of long term tax abatement and a mutually agreeable form of Financial Agreement has been executed.

By: 


Name: Art Johnson

Title: Managing Member

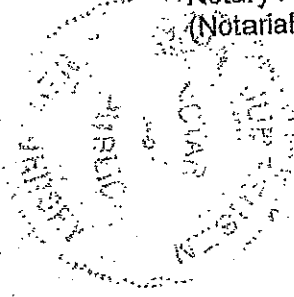
STATE OF NEW JERSEY  
COUNTY OF HUDSON

On the 17 day of January, 2014, before me personally came Art Johnson, known to me (or satisfactorily proven) to be the person who signed his or her name to the within instrument in his capacity as Managing Member, and that, being by me duly sworn, did depose and say that he was so authorized to, and did sign, said instrument on behalf of of Senate Place Urban Renewal, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
(Notarial Seal)

AIDA JURGENSEN  
A Notary Public of New Jersey  
My Commission Expires 06/29/2015



**EXHIBIT G**

**PROPOSED FORM OF FINANCIAL AGREEMENT**

Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(New Market Rate Res Rental FA)

Re: 25 Senate Place  
Approximately 1.53 Acres  
Block 7807, Lot 22

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [this "Agreement"] is made the day of \_\_, 2013 by and between SENATE PLACE URBAN RENEWAL, LLC, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 30 Montgomery Street, 13<sup>th</sup> Floor, Jersey City, NJ 07302, and the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to Deed dated December 20, 2012, of certain property designated as Block 7808, Lot 22, more commonly known by the street address of 25 Senate Place, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Jersey City Urban Enterprise Zone; and

**WHEREAS**, the Entity plans to construct a 5-1/2 story, mixed use building with approximately 266 market rate residential rental units; ["Project"]; and

**WHEREAS**, on June 18, 2013 the Project received site plan approval from the Planning Board; and

**WHEREAS**, on December 13, 2013, the Entity filed an Application with the City

for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$15,417.29 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$527,893;
2. the Entity has paid the City the sum of \$406,500, as an affordable housing contribution pursuant to Ordinance 03-112;
3. it is expected that the Project will create approximately 100 new construction jobs and 47 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the redevelopment objectives of the Urban Enterprise Zone, which include development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 02-003, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Senate Place Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 02-003, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Lease Up Period - Shall begin on the first day of the month following the issuance of the first Certificate of Occupancy (whether permanent or temporary) for the Project (Lease Up Date). During the Lease Up Period, the Entity shall pay the Minimum Annual Service Charge through the earlier of the 12<sup>th</sup> month after Lease Up Date of the date the Project is fully leased. The Lease Up Period for the Project expires 12 calendar months after the Lease Up Date or the date the Project is fully leased.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$ 15,417.29; (b) the sum of \$ \_\_\_\_\_ per year, which sum will be prorated only during Lease Up Period and in the years in which Substantial Completion occurs and this Agreement terminates.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvii. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xviii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xix. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xx. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxi. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. The Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 7807, Lot 22, more commonly known by the street address 25 Senate Place, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.



## **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

## **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a 5 1/2 story building with approximately 266 market rate residential rental units and approximately 5,000 square feet of ground floor retail space; all of which is specifically described in the Application attached hereto as Exhibit 3.

## **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5.

## **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement.

## **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

## **Section 2.7 Good Faith Estimate of Initial Sale Prices or Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

# **ARTICLE III - DURATION OF AGREEMENT**

## **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, and provided Entity either (a) includes within the Project an early childhood educational facility on the first floor thereof as approved by the New Jersey State Board of Education ("NJBOE") in accordance with the requirements promulgated by the NJBOE, or (b) pays a contribution equal to 1.5% of the gross construction cost for the Development (\$339,699) to the City to be held in a City controlled trust fund, the final election of which shall be made prior to the issuance of a Certificate of Occupancy (or temporary certificate of occupancy) for the Project (the "Outside Buy-Up Date"), it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 20 years from the date of the adoption of Ordinance \_\_\_\_ on \_\_\_\_\_, 20\_\_, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project or \_\_\_\_ 20\_\_ or, if no such election is made or if the approval of the NJBOE has not been obtained by the Outside Buy-Up Date (a "Buy-Up Failure"), this Agreement shall remain in effect for the earlier of 10 years from the date of the adoption of Ordinance \_\_\_\_ on \_\_\_\_\_, 20\_\_. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10 % of the Annual Gross Revenue for the terms of this Agreement. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. A Minimum Annual Service Charge shall be due beginning on the effective date of this Agreement. The City and County Annual Service Charge shall be

due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

- i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 5th year, the Annual Service Charge shall be 2 % of Annual Gross Revenue;
- ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 6th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 10th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iv. Stage Four: Beginning on the 1st day of the 10th year following Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.
- v. Final Stage: Beginning on the 1st day of the 13th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for

the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as one (1%) percent of each prior year's Annual Service Charge or in the event of a Buy-Up Failure, at a rate of two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

**Contribution.** The Entity will pay the City the sum of \$406,500 (266 units x \$1,500 per unit (\$399,000) plus \$1.50 per square foot of commercial space x 5,000 sf (\$7,500)) toward the City's affordable housing trust fund. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

#### **Section 5.2 Project Labor Agreement**

Intentionally Omitted.

### **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

#### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

#### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined

to be due, in the absence of such filing by the Entity.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue. Pursuant to N.J.S.A. 40A:20-14(b) there is expressly excluded from the calculation of Gross Revenue and Net Profit in the determination of Excess Profit, any gain realized by the Entity on the sale of any condominium unit, whether or not taxable under federal or state law.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the

end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

**Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

**ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

**Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity is comprised of principals possessing substantially the same or better business reputation, financial qualifications and credit worthiness of the Entity; and 6) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d).

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

**Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in



ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend

the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI herein, but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax

sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any

remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

#### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.8 as Material Conditions.

#### **Section 13.2 Appeal of Assessment**

In calculating the amount of "staged" tax adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right

to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs, through trial and all stages of any appeal, including the cost of enforcing this indemnity) arising out of Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI-NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Senate Place Urban Renewal, LLC  
30 Montgomery Street  
13<sup>th</sup> Floor  
Jersey City, NJ 07302  
Attn: Art Johnson

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

#### **ARTICLE XVII-SEVERABILITY**

##### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

#### **ARTICLE XVIII - MISCELLANEOUS**

##### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval

of same.

#### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

#### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

#### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

#### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity... and the City.

### **ARTICLE XIX - EXHIBITS**

#### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Survey description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed





**Exhibit 1**

**Description of the Project**

**(see Exhibit A to the Project Application)**

**Exhibit 2**

**Ordinance of the City authorizing the execution of this Agreement**

**(to be provided)**

**Exhibit 3**

**Tax Abatement Application to the City of Jersey City  
with exhibits**

**(to be provided)**

**Exhibit 4**

**Certificate of Formation**

**(see Exhibit I to the Project Application)**

**Exhibit 5**

**Estimated Construction Schedule**

**(see Exhibit F to the Project Application)**

## Exhibit 6

### Financial Plan for the undertaking of the Project

(see Exhibit D to the Project Application)

**Exhibit 7**

**Good Faith Estimate of Initial Rents**

**(see Exhibit D to the Project Application)**

**Exhibit 8**

**Project Employment and Contracting Agreement**

**(see Exhibit H to the Project Application)**



**Exhibit 9**

**Architect's Certification of Actual Construction Costs**

(see Exhibit E to the Project Application)

## Exhibit 10

### Deed

DEED BARGAIN AND SALE (Covenant as to Grantor's Acts)  
IND. TO IND. OR CORP-Plain Language



20130110010002740 117  
01/10/2013 12:02:10 PM DEED  
Bk: 0000 Pg: 763  
Pamela E. Gardner  
Hudson County, Registrar of Deeds  
Receipt No. 762452

20130110010002740  
11/10/2013 12:02:00 PM  
Consideration: \$5,998,000.00  
Exempt Code: Regular  
County: \$5,998.00 State: \$14,995.00  
NJAHF \$9,772.00 PHFF: \$2,999.00  
EAB: \$13,365.40 General: \$23,891.40  
Buyer's Fee: \$.00  
Total RTF: \$70,050.00

## DEED

This Deed is made on December 20, 2012

Prepared by:  
JAMES C. McCANN, ESQ.

BETWEEN VACANT PARKING PARCEL, LLC whose address is c/o Corigin Real Estate Group, 505 Fifth Avenue, New York, New York, 10017, referred to as the "Grantor",

AND SENATE PLACE URBAN RENEWAL, LLC whose address is c/o Waterfront Management Systems HC, LLC, 30 Montgomery Street, 13<sup>th</sup> Floor, Jersey City, New Jersey, 07302, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FIVE MILLION NINE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$5,998,000.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Jersey City, Block No. 7807, Lot No. 22, (fka Block 613.5, Lot 25) Account No. ....

— No property tax identification number is available on the date of this deed. (Check box if applicable.)

**Property.** The property consists of the land and all buildings and structures on the land in the City of Jersey City, County of Hudson, and State of New Jersey. The legal description is:

### SEE ATTACHED DESCRIPTION

BEING the same premises conveyed to the Grantor herein by Deed from MSDW/GNOME New Jersey Holdings, L.P., a Delaware limited partnership, dated 11/08/2005, recorded 01/05/2006 in Deed Book 7772, Page 55; and by a Subdivision Deed from Vacant Parking Parcel LLC dated 11/10/2010, recorded 11/15/2010 in Deed Book 8762, Page 252.

BEING COMMONLY KNOWN as 25 Senate Place, Jersey City, New Jersey.

Subject to easements, restrictions of record, if any, and to such statements of facts as an accurate survey may disclose.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

NCS 635734  
Recorded and Return to:  
First American Title Insurance Company  
104 Carnegie Center Drive, Suite 101  
Princeton, NJ 08540

A COPY OF THIS DEED  
HAS BEEN SENT TO ASSESSOR'S OFFICE

**EXHIBIT "A"**

File No.: NCS-535734-ONT1

Commitment No.: NCS-535734-  
ONT1

Real property in the City of Jersey City, County of Hudson, State of New Jersey, described as follows:

All that certain tract or parcel of land situated and lying in the City of Jersey City, County of Hudson and shown and described as follows:

Beginning at a point at the corner formed by the easterly sideline of Senate Place (46 feet wide) and the northerly sideline of Van Winkle Avenue (33 feet wide); said point having New Jersey state plane coordinates (NAD83) of N: 694,446.579 ft. and E: 609,148.632 ft. and running:

- 1) North 21°08'20" East 269.98 feet along the easterly sideline of Senate Place (46 feet wide) to the southerly corner of Proposed Lot 1 in Block 613.5 as shown on the City of Jersey City Tax Assessment Map; thence
- 2) South 65°44'50" East, 146.26 feet to the westerly sideline Lot R2 in Block 613.5 (tax map); thence
- 3) South 19°50' 27" West, 21.42 feet along the westerly sideline of Lot R2 in Block 613.5 (tax map) a point; thence
- 4) South 69°24'18" East, 119.66 feet along the southerly line of lots R2, R1, Q1, P1, L1 and L2 in Block 613.5 (tax map), to the westerly line of Lot F1 in Block 613.5 (tax map); thence
- 5) South 19°50'27" West, 23.00 feet along the westerly line of Lot F1 in Block 613.5 (tax map) to the northern line of Lot F6 in Block 613.5 (tax map); thence
- 6) North 69°24'18" West, 10.00 feet along the northern line of F6 to the westerly line of Lot F6 in Block 613.5 (tax map); thence
- 7) South 19°50'27" West, 24.00 feet along the westerly line of Lot F6 in Block 613.5 (tax map) to the southerly line of Lot F6 in Block 613.5 (tax map); thence
- 8) South 69°24'18" East, 10.00 feet along the southerly line of F6 to the westerly line of Lot F3 in Block 613.5 (tax map); thence
- 9) South 19°50'27" West, 47.07 feet along the westerly line of Lots F3 and F4 in Block 613.5 (tax map) to the northerly sideline of Lot F5 in Block 613.5 (tax map); thence
- 10) North 70°09'33" West, 11.00 feet along the northerly line of Lot F5 in Block 613.5 (tax map) to the westerly line of Lot F5 in Block 613.5 (tax map); thence
- 11) South 19°50'27" West, 47.74 feet along the westerly line of Lots F5 and E1 in Block 613.5 (tax map) to a point in the southerly line of lot E1 in Block 613.5 (tax map); thence
- 12) South 68°48'28" East, 1.00 feet along the line of Lot E1 in Block 613.5 (tax map) to a point in the westerly line of Lot E1 in Block 613.5 (tax map);

**A COPY OF THIS DEED  
HAS BEEN SENT TO ASSESSOR'S OFFICE**

thence

13) South  $19^{\circ}50'27''$  West, 100.01 feet along the westerly line of Lots E1, D, C, B and Proposed Lot III in Block 613.5 (tax map) to a point in the northerly sideline of Van Winkle Avenue (33 feet wide); thence

14) North  $68^{\circ}48'28''$  West, 261.66 feet along the northerly sideline of Van Winkle Avenue (33 feet wide) to a point, the point and place of beginning.

For informational purposes only: Being known as Lot 22 Block 7807 (f/k/a Lot 25 Block 613.05) as shown on the Tax Map of the City of Jersey City, Hudson County, New Jersey.

STATE OF NEW JERSEY  
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION  
(C.S.5, P.L. 2004)

GIT/REP-3  
(5-12)

**SELLER'S INFORMATION** (See Instructions, Page 2)

Name(s): VACANT PARKING PARCEL, LLC

Current Resident Address: c/o CORIGIN REAL ESTATE GROUP

City, Town, Post Office: 505 FIFTH AVENUE, NEW YORK State: NY Zip Code: 10017

**PROPERTY INFORMATION** (Brief Property Description)

Block(s): 7807 (fka 613.5) Lot(s): 22 (fka 25) Qualifier:

Street Address: 25 SENATE PLACE

City, Town, Post Office: JERSEY CITY State: NJ Zip Code:

Seller's Percentage of Ownership: 100% Consideration: \$10.00 Closing Date: DECEMBER 20, 2012

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 9 apply to Residents and NON-Residents)

1. ☐ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s.121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with an additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private Mortgage Insurance company.
5. ☒ XXXX Seller is not an individual, estate, or trust and as such not required to make an estimated payment pursuant to NJSA 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to NJSA 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
8. ☐ No non-like kind property received.
9. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of the state.
10. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004 c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐, I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

DECEMBER 20, 2012

VACANT PARKING PARCEL, LLC

Date

BY: EDWARD BAQUERO, AUTHORIZED SIGNATORY  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1EE (Rev. 12/09)

MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

## AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

COUNTY

Mercer

SS. County Municipal Code

0909

Consideration  
RTF paid by buyer  
Date

By

MUNICIPALITY OF PROPERTY LOCATION

Jersey City

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, David Grodnick

(Name)

being duly sworn

according to law

upon his/her

oath,

deposes and says that he/she is the Officer of the Title Co.

In a deed dated

12/20/2012

transferring

real property identified as Block number 7807

Lot number 22

located at

26 Senate Place, Jersey City, NJ

(Street Address, Town)

(2) CONSIDERATION \$ 5,996,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

☐ Class 2 - Residential☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property☐ Class 4A - Commercial properties

(If checked, calculation in (E) required below)

☐ Cooperative unit (four families or less) (See C. 46:8D-3.)  
Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

☒ Property class. Circle applicable class or classes:

Property classes: 1-Vacant Land; 3B-Farm property (Qualified); 4B-Industrial property; 4C-Apartment; 15-Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)

☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (B).

☐ Property class. Circle applicable class or classes:

1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY.

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class 1 \$ 206,500.00 + 31.35% = \$ 658,692.18

Property Class \$ + % = \$

Property Class \$ + % = \$

Property Class \$ + % = \$

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ 206,500.00 + 31.35% = \$ 658,692.18

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this day of January, 2013

Signature of Deponent

Senate Place Urban Renewal LL  
Grantee Name104 Carnegie Ctr Princeton NJ 08540  
Deponent Address30 Montgomery St Jersey City NJ  
Grantee Address at Time of SaleFirst American Title Insurance Co  
Name/Company of Settlement OfficerKELLIE WEISING  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 9, 2018  
I.D.# 2273920

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION  
PO BOX 281  
TRENTON, NJ 08646-0281  
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: [www.state.nj.us/treasury/taxation/tfplacertax.shtml](http://www.state.nj.us/treasury/taxation/tfplacertax.shtml).

RTR-1 (REV 07/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER  
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

SS.

County HUDSON

County Municipal Code  
0906

MUNICIPALITY OF PROPERTY LOCATION: JERSEY CITY

Use symbol "C" to indicate that fee is exclusively for county use.

FOR RECORDER'S USE ONLY  
Consideration  
RTE Paid by Seller \$  
Date 11/01/12 By 1094K/MS

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Edward Baquero being duly sworn according to law upon his/her oath, deposes and says that he/she is the Authorized Signatory in a deed dated DECEMBER 12, 2012 transferring real property identified as Block #7807, Lot #22 (aka Block #613.5, Lot 25) located at 25 Senate Place, Jersey City, NJ, and annexed thereto.

(2) CONSIDERATION \$5,998,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required. 0 Vacant

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C.49, P.L. 1968, as amended through C.66 P.L. 2004, for the following reason(s). Merely reference to exemption symbol is insufficient. Explain in detail. CONSIDERATION IS LESS THAN ONE HUNDRED (\$100.00) DOLLARS.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental, and General Purpose Fees as applicable, imposed by C.176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over\* (Instruction #9 on reverse side for A or B)

B. BLIND PERSON Grantor(s) legally blind or;

DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed\*

Senior Citizens, blind persons, or disabled persons must also meet all of the following criteria:

Owned and occupied by grantor(s) at time of sale.

Resident of the State of New Jersey.

One or two-family residential premises.

Owners as joint tenants must all qualify.

\*IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

Affordable according to H.U.D. standards.

Reserved for occupancy.

Meets income requirements of region.

Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

Entirely new improvement.

Not previously occupied.

Not previously used for any purpose.

"NEW CONSTRUCTION" printed clearly at top of the first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

No prior mortgage assumed or to which property is subject at time of sale.

No contributions to capital by either grantor or grantee legal entity.

No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record this deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 20 day of December, 2012.

JAMES C. McCANN  
Attorney at Law State of New Jersey

EDWARD BAQUERO  
c/o Corliss Real Estate Group  
505 Fifth Avenue, New York, NJ 10117.

Deponent Address

xxx-xxx-3653

Last 3 digits in Grantor's Social Security #

VACANT PARKING PARCEL, LLC Grantor  
c/o Corliss Real Estate Group  
505 Fifth Avenue, New York, NJ 10117  
Grantor Address at Time of Sale

Name/Company of Settlement Officer

County Recording Officers shall forward one copy of each Affidavit of Consideration

For Use by Seller when Section 3A is completed.  
STATE OF NEW JERSEY - DIVISION OF TAXATION  
PO BOX 251, TRENTON, NJ 08646-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Date \_\_\_\_\_ Date Recorded \_\_\_\_\_



**Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

**VACANT PARKING PARCEL, LLC**

By: DEY STREET PARTNERS LLC, a Delaware limited liability company

By: DEY STREET HOLDINGS, LLC

A Delaware limited liability company

By:

Name: Edward Baquero

Title: Authorized Signatory

STATE OF NEW JERSEY )

COUNTY OF HUDSON )

SS.:

I CERTIFY that on December 20, 2012, Edward Baquero, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) personally signed this Deed;
- (b) signed, sealed and delivered this Deed as Authorized Signatory for Vacant Parking Parcel LLC, the Seller herein; and
- (c) Seller made this Deed for \$5,998,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

JAMES C. McCANN,  
Attorney at Law/State of New Jersey

DEED

DATED: DECEMBER 20, 2012

VACANT PARKING PARCEL, LLC, GRANTOR,  
TO

SENATE PLACE URBAN RENEWAL, LLC, GRANTEE.

FILED  
20130110010002740  
01/10/2013 12:02:10 PM  
DEED  
NUMBER OF PAGES : 7  
TOLLENDER

RECORD AND RETURN TO:

Cole, Schotz, Meisel, Forman & Leonard, P.A.  
25 Main Street, Hackensack, New Jersey, 07601

## EXHIBIT H

### PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_ day of January, 2014, between the **CITY OF JERSEY CITY** [City] and Senate Place Urban Renewal, LLC, having its principal office at 30 Montgomery Street, 13<sup>th</sup> Floor Jersey City, NJ 07302. Recipient agrees as follows:

#### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and

minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in

charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.

16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets

the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company.

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate the earlier of \_\_\_\_\_ years from the date of the adoption of that Ordinance or years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following

conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence

to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.

- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh

day of the month following the month during which the work is performed, for the duration of the contract.

- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

#### H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

#### I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

#### J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

#### K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.



L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report."
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to

the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in

order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities.

b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why.

i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses.

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

### 4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)

4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

## **VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged

violator has submitted the written explanation.

6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages/Interest:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

## **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

## **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Senate Place Urban Renewal, LLC  
30 Montgomery Street, 13<sup>th</sup> Floor  
Jersey City, NJ 07302

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Robert J. Kakoleski**  
Acting Business Administrator

**WITNESS:**

**SENATE PLACE URBAN RENEWAL, LLC**

\_\_\_\_\_  
**Name:**  
Assistant Secretary

**By:** \_\_\_\_\_  
**Name:** Art Johnson  
**Title:** Managing Member

**EXHIBIT I**  
**CERTIFICATE OF FORMATION**





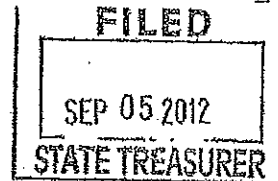
State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 805  
TRENTON, NJ 08625-0805

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

Please return filed copy to:  
DEPARTMENT OF COMMUNITY AFFAIRS  
BUREAU OF HOMEOWNER PROTECTION  
ATTN: KAREN SCHWACHA  
PO BOX 805  
TRENTON, NJ 08625-0805

RICHARD E. CONSTABLE, III  
Commissioner



DEPARTMENT OF COMMUNITY AFFAIRS


TO: State Treasurer  
RE: SENATE PLACE URBAN RENEWAL, LLC  
(formerly Senate Place, LLC)  
File # 1216  
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 24<sup>th</sup> day of August 2012 at Trenton, New Jersey.

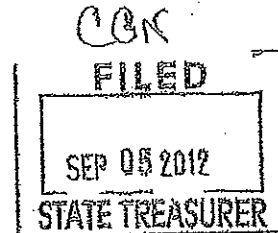
DEPARTMENT OF COMMUNITY AFFAIRS

BY

  
Edward M. Smith, Director  
Division of Codes and Standards



CERTIFICATE OF AMENDMENT TO THE  
CERTIFICATE OF FORMATION  
OF  
SENATE PLACE, LLC



0600385889

Pursuant to N.J.S.A. 42:2B-13 of the New Jersey Limited Liability Company Act, the undersigned, being authorized to execute and file this Certificate of Amendment to its Certificate of Formation, hereby certifies as follows:

FIRST: The name of the limited liability company is SENATE PLACE, LLC (the "Company").

SECOND: The identification number of the limited liability company is 0600385889.

THIRD: The limited liability company's Certificate of Formation is amended by deleting the existing paragraph FIRST in its entirety and replacing it with the following:

The name of the limited liability company is:

SENATE PLACE URBAN RENEWAL, LLC

FOURTH: The limited liability company's Certificate of Formation is amended by adding the following provisions:

1. The purpose for which the Company is formed shall be to operate under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*)

2. So long as the Company is obligated under financial agreement with a municipality made pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), the Company shall engage in no business other than the ownership, operation and management of the project.

3. The Company has been organized to serve a public purpose and its operations shall be directed toward: (i) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (ii) the acquisition, ownership, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*). The Company shall be subject to regulation by the municipality in which the project is situated and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*).

4. The company shall not voluntarily transfer more than ten (10%) percent of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) in the manner required by P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer, with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The Company shall file annually with the municipal governing body of a disclosure of the persons having an ownership interest in the project and the extent of the ownership held by each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that transfer, if greater than ten (10%) percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

5. The Company is subject to the provisions of Section 18 of P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

6. Any housing units owned by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

7. In furtherance of the foregoing, the Company is an urban renewal entity formed to own or lease, operate, maintain and manage the project under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) in accordance with the Financial Agreement to be entered into with the Borough of Jersey City, as same may be amended.

8. Except as otherwise provided in the New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 *et seq.*, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no member, manager, employee or agent of the Company shall be obligated personally for any such debt, obligation or liability of any other member, manager, employee or agent of the Company, by reason of being a member, or acting as a manager, employee or agent of the Company.

IN WITNESS WHEREOF, the undersigned has set her hand as of the 10th day of August, 2012.

SENATE PLACE URBAN RENEWAL, LLC

By:

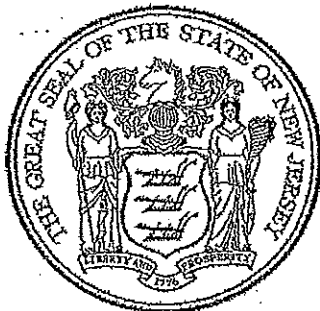
  
Kim McEllen

Authorized Representative

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

SENATE PLACE URBAN RENEWAL, LLC  
0600385889

I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Amendment on September 5th, 2012  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
6th day of September, 2012

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff  
State Treasurer

Certificate Number: 125933054

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

SENATE PLACE URBAN RENEWAL, LLC

0600385889

*With the Previous or Alternate Name*

SENATE PLACE, LLC (Previous Name)

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 17, 2012.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

Michael Schwertfeger  
30 Montgomery Street, 13th Floor  
Jersey City, NJ 07302



Certification# 126884492

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
20th day of December, 2012

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

Verify this certificate at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

# EXHIBIT J

## AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY )  
COUNTY OF HUDSON )

Art Johnson of full age, being duly sworn to law on oath, deposes and says that deponent is the Managing Member of Senate Place urban Renewal, LLC, owner in fee of all that certain lot, piece of parcel of land situated, lying and being in the City of Jersey City in Hudson County, known and designated as 25 Senate Place, Lot 22 in Block 7807.

Members Listed below have an interest in:  
Liberty Harbor North Urban Renewal, LLC  
201 Marin Blvd, Jersey City, NJ

<u>Member:</u>	<u>Percentage of Interest Owned</u>	<u>Membership Interest Class</u>	<u>Address</u>	
Arthur Johnson	26.5%	Class A Member	44 Royal Road, Freehold, NJ 07728	X
Dino Tomassetti	10%	Class B Member	1590 Troy Avenue, Brooklyn, NY 11234	
Andrew Whittingham	17%	Class B Member	21 Tanglewood Lane, Stamford, CT 06903	X
Nick Leftakes	2%	Class B Member	6633 N. Tower Circle, Lincolnwood, IL 60712	X
Bruce Peterson	2%	Class B Member	27 Green Way, New Providence, NJ 07924	
David Brewer	4%	Class B Member	33 Plymouth Road, Summit, NJ 07901	X
Chris Kanoff	4%	Class B Member	325 Arno Way, Pacific Palisades, CA 90272	X
Tom Papoutis	4%	Class B Member	20 Prospect Avenue, Winnetka, IL 60093	X
Robert Sinclair	4%	Class B Member	1383 Vancouver Avenue, Burlingame, CA 94010	
Leo Leyva	2 3/4 %	Class B Member	59 DeWolf Road, Old Tappan, NJ 07675	
Dominic Di Napoli	6 3/4 %	Class B Member	10 Meadow Lane, Saddle River, NJ 07458	
William Allison	3/4 %	Class B Member	2334 Powell Street, Emeryville, CA 94608	
Deborah Flickinger	1 1/2 %	Class B Member	7 Kincaid Lane, Chatham, NJ 07928	
Kohl Geibel	1/4 %	Class B Member	69 Prospect Hill Avenue, Summit, NJ 07901	
Donna Hawkins	3/4 %	Class B Member	2558 Highway #141, Helmville, MT 59843	
Jonathan Levine	6 3/4 %	Class B Member	415 Fawns Run, Morganville, NJ 07751	
James Chiu	1 1/2 %	Class B Member	722 Prospect Avenue, Winnetka, IL 60093	
Charles Matar	4 1/4 %	Class B Member	600 Colonial Road, Rivervale, NJ 07675	
Richard Cooney	1%	Class B Member	10 Fox Glen Drive, Stamford, CT 06903	

I certify that the above represents the name(s) and address(es) of all holders of interest in the above corporation together with the interest of such owners in any other financial agreement in force and effect with the City, the name of the URE associated with the project and address of the project. If one or more of the above is itself a corporation or partnership, the above represents the name(s), address(es) and percentage of all parties having an interest in said corporation.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: February 7, 2014

By: 

Name: Art Johnson, Managing Member

STATE OF NEW JERSEY }  
COUNTY OF HUDSON }

On the 7th day of February, 2014, before me personally came Art Johnson, known to me (or satisfactorily proven) to be the person who signed his or her name to the within instrument in his capacity as Managing Member, and that, being by me duly sworn, did depose and say that he was so authorized to, and did sign, said instrument on behalf of of Senate Place Urban Renewal, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand.



Donald M. Pepe, Esq.  
Attorney at Law for the State of New Jersey

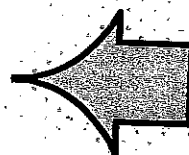




EXHIBIT K

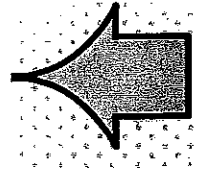
CERTIFICATION OF COMPLIANCE WITH LAWS

STATE OF NEW JERSEY    }  
COUNTY OF HUDSON     }

The undersigned, on behalf of Senate Place Urban Renewal, LLC, hereby certifies that the Project meets the requirements of the laws of the State of New Jersey and the City of Jersey City.

Date: February 7, 2014

By: Art Johnson  
Name: Art Johnson  
Title: Managing Member



STATE OF NEW JERSEY    }  
COUNTY OF HUDSON     }

On the 7<sup>th</sup> day of February, 2014, before me personally came Art Johnson, known to me (or satisfactorily proven) to be the person who signed his or her name to the within instrument in his capacity as Managing Member, and that, being by me duly sworn, did depose and say that he was so authorized to, and did sign, said instrument on behalf of Senate Place Urban Renewal, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand.

Donald M. Pepe  
Donald M. Pepe, Esq.  
Attorney at Law for the State of New Jersey

EXHIBIT L

CORPORATE RESOLUTION

CERTIFICATE OF CORPORATE RESOLUTION  
AUTHORIZING TAX ABATEMENT APPLICATION

I, Art Johnson, Managing Member of Senate Place Urban Renewal, LLC ("Company"), organized and existing under the laws of the State of New Jersey and having its principal place of business at 30 Montgomery Street, Jersey City, NJ, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Company at a meeting convened and held for such purpose at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the Certificate of Incorporation and Operating Agreement of the Company.

RESOLVED: That the Company approves the Long Term Tax Abatement Application as was or will be submitted to City of Jersey City;

RESOLVED: That Art Johnson, Managing Member of the Company is hereby authorized to sign on behalf of the Company any contracts or forms for the Long Term Tax Abatement Application;

RESOLVED FURTHER: That Art Johnson, Managing Member of the Company, is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the Certificate of Incorporation and Operating Agreement of the Company.

I further certify that this Company is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

By: \_\_\_\_\_

Name: Grisel Villegas  
Title: Assistant Secretary

Witness my hand seal of this corporation on this 17 day of January, 2014.

*Aida Jurgensen*  
AIDA JURGENSEN  
A Notary Public of New Jersey  
My Commission Expires 06/29/2015

EXHIBIT M

CERTIFICATION OF DILIGENT INQUIRY

STATE OF NEW JERSEY    }  
COUNTY OF HUDSON       }

The undersigned, on behalf of Senate Place Urban Renewal, LLC, hereby certifies that the information contained in the preceding application for a long term tax abatement is accurate and complete.

Date: February 7, 2014

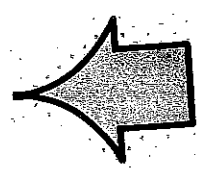
By: Art Johnson  
Name: Art Johnson  
Title: Managing Member

STATE OF NEW JERSEY    }  
COUNTY OF HUDSON       }

On the 7<sup>th</sup> day of February, 2014, before me personally came Art Johnson, known to me (or satisfactorily proven) to be the person who signed his or her name to the within instrument in his capacity as Managing Member, and that, being by me duly sworn, did depose and say that he was so authorized to, and did sign, said instrument on behalf of of Senate Place Urban Renewal, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand.

Donald M. Pepe  
Donald M. Pepe, Esq.  
Attorney at Law for the State of New Jersey



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14,029  
 TITLE: 3-G FEB 26 2014 4.G

Ordinance approving a 20 year tax exemption for a market rate mixed use rental project to be constructed by Senate Place Urban Renewal, LLC., an urban renewal entity, pursuant to the Long Term Tax Exemption Law N.J.S.A.40A:20-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">FEB 26 2014 8-1</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote N.V.--Not Voting (Abstain)

**FEB 26 2014**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on \_\_\_\_\_

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date \_\_\_\_\_

APPROVED:

Steven M. Fulop, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_